



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, SEPTEMBER 14, 2015 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. PRESENTATIONS:

A. Don Van Beck - Request for park sign for Veterans Memorial Park

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES: None

B. PURCHASING ITEMS:

1. Ratification of City Manager emergency approval of construction change order for the Venetian Gardens Fence project.
2. Ratification of City Manager emergency approval of amendment one to a letter of agreement with Lightsey Ranches Ltd related to the CR-470 gopher tortoise relocation.
3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a fixed unit price agreement with the Odyssey Manufacturing Company for Liquid Sodium Hypochlorite supplies; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with PAQCO, Inc for the Thomas Avenue Water Main Upgrade for a cost not to exceed \$131,455.00; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with the Central Florida Tapping & Construction Services, Inc. for the Woodland Park Water Main Upgrade for a cost not to exceed \$144,495.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Twelfth Amendment of the Depository Trust Agreement maintained for the benefit to Florida Gas Utility; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg reappointing Frazier J. Marshall and Ted Bowersox as regular members, and Stewart Kaplan as an alternate member, to the Leesburg Planning Commission; and providing an effective date.
3. Resolution of the City of Leesburg, Florida authorizing the Mayor and City Clerk to approve an amended ratification of Collective Bargaining Agreements with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants due to a clerical error; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Library Advisory Board to a five-year term as a member with said term to expire September 30, 2020; and providing an effective date.

5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

- A. Second reading of an Ordinance amending the Firemen's retirement plan, by amending paragraph (5) of subsection 2.5(A), benefit on termination of service.
 1. Amendment Eight
- B. First reading of an Ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund by amending Chapter 17.
- C. First reading of an Ordinance annexing approximately 9.25 acres generally located on the north side of CR 470, west of Debbie Road.
- D. First reading of an Ordinance amending the adopted Comprehensive Plan on approximately 9.25 acres, for property generally located on the north side of CR 470, west of Debbie Road, by changing the future land use designation from Lake County Urban Low Density to City Industrial and Technology Commerce Park.
- E. First reading of an Ordinance rezoning approximately 9.25 acres generally located on the north side of CR 470, and west of Debbie Road, from Lake County A to City SPUD.

- F. First reading of an Ordinance extending the phasing requirements of Ordinance 12-19, Section 2.H.2 for forty-eight (48) months for the Renaissance Trails PUD.
- G. First reading of an Ordinance extending the existing Impact Fee Waiver for redevelopment projects for a one year period ending September 30, 2016.
- H. Resolution of the City Commission of the City of Leesburg, Authorizing the Mayor and City Clerk to Execute an Amended Electric Service Rate Schedule
- I. Commission Discussion - Procurement Process for LakeFront TV Production Services
- J. Commission Discussion - Herlong Park Train Donation

6. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

- A. Miscellaneous Accounts Receivable Customers with City Attorney
- B. Expected Write-offs as of July 2015
- C. Report of Receipts and Disbursements by Fund July 2015
- D. City Manager Contingency Fund

7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings

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is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: September 14, 2015

From: Mike Thornton, Purchasing Manager

Subject: Ratification of City Manager emergency approval of construction change order.

Staff Recommendation:

Staff recommends ratification of the City Managers' approval of construction change order number one for the Venetian Gardens Fence project with Mark Cook Builders, Inc. in the amount of \$4,444.00.

Analysis:

Following construction of the brick columns for the Venetian Gardens Fence it was observed two of the columns created a 'line of sight' issue for motorists exiting Dozier Circle on to Dixie Avenue. The location of the two columns per the engineered drawings created a potential safety hazard.

The Public Works Department requested the engineer of record (Springstead Engineering) to evaluate the site and revise the drawings to relocate the two columns thereby eliminating the line-of-sight issue. The drawings were revised and the contractor provided a quote to remove the two columns and reconstruct them in the new location according to the engineered drawings.

The change order also included revisions to the design to make two of the fence panels removable. The two panels were in front of an existing water well. Making them removable was necessary to provide access should the wells need to be serviced in the future.

Procurement Analysis:

City purchasing policy states, "... Change orders which would exceed 5% of the contract price or \$25,000, either individually or cumulatively considering all other change orders which have been previously approved for the project, shall be forwarded to the City Commission for approval ...". This change order exceeds the 5% threshold of an original contract amount of \$82,848.00.

The City Manager approved this change order on an emergency basis to not delay the contractor in moving forward with construction. Not approving the change order would have delayed progress on the project.

Options:

1. Ratify the City Managers emergency approval of the change order to Mark Cook Builders, Inc.

Fiscal Impact:

The department has identified available funding from other projects that will not be completed this fiscal year.

Submission Date and Time: 9/14/2015 10:58 AM

Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-5193-519.63-10</u> Project No. <u>310051</u> WF No. <u>WF0934616 / 001</u> Req. No. <u>47695</u> Budget _____ Available _____
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Purchase Request Approval Memorandum

To	Al Minner, City Manager		
From	Mike Thornton, Purchasing Manager for DC Maudlin, Public Works Director		
Date	August 20, 2015		
Subject	<u>City Manager Purchase Request Approval</u>		
Department Name	Public Works		
GL Account No.	031-5193-519.63-10 / 310051		
Purchase Request No.	47695	Purchasing Use Only Resulting PO No.	530903
Dollar Amount	\$4,444.00		
Vendor Name	Mark Cook Builders, Inc.		

Analysis:

This purchase request is for construction change order no. 1 on the VENETIAN GARDENS FENCE project. The City is asking the Contractor to relocate to brick columns that have already been installed per the engineered drawings. The location of the two columns creates a 'sight line' conflict for motorists trying to come out of Dozier Drive onto Dixie Avenue.

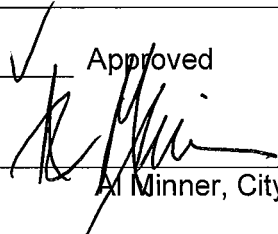
The contractor will remove the two columns and install two new columns in the new location according to the revised engineered drawings.

THIS IS AN EMERGENCY PURCHASE APPROVAL IN ORDER TO NOT DELAY THE CONTRACTOR. THIS ITEM WILL BE PLACED ON THE SEPTEMBER 14TH COMMISSION MEETING FOR RATIFICATION.

This change order amount exceeds the 5% of the original contract amount of \$82,848.00. City purchasing policy requires commission approval of any change orders in excess of \$25,000 or 5% of the original contract amount.

Fiscal Impact:

Department has identified available funding from other projects that will not be completed during this fiscal year.

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Other (please specify below)
 Al Minner, City Manager		8/20/15 Date



Request for Change Order #1

To: City of Leesburg
Public Works Engineering Dept.
550 S. 14th St.
Leesburg, FL 34748

Date: August 13, 2015

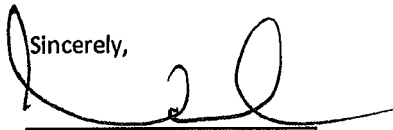
RE: Venetian Gardens Project # IAW ITB 150171
Changes per Public Works

We are pleased to provide the following request for change order for the above referenced project:

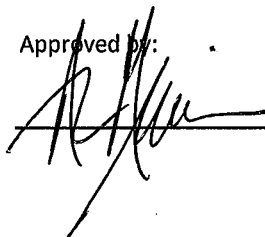
- Remove two columns, relocate per new drawing provided.
Includes debris removal.
- Modify fence layout per new drawing & provide 2 removable panels

Total Cost \$4,444.00

Thank you in advance for your consideration of this request. Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

Mark Cook
President

Approved by:



8/20/15
Date



AGENDA MEMORANDUM

Item No: 4.B.2.

Meeting Date: September 14, 2015

From: Al Minner, City Manager

Subject: Ratification of emergency approval of amendment one to a letter of agreement.

Staff Recommendation:

Staff recommends ratification of an emergency approval of amendment one to a letter of agreement previously approved by the Commission with Lightsey Ranches, LTD. The additional cost is \$7,000.00 for a not to exceed total of \$35,000 to Lightsey Ranches, LTD.

Analysis:

The City is currently in the process of relocating gopher tortoises at the County Road 470 property as required for the sale of the property to Core Slab.

The City contracted with an environmental professional, Southeastern Ecological, to prepare an environmental survey and coordinate the permitting, excavation, and relocation of the tortoises to a recipient site. The Commission previously approved a letter of agreement with Lightsey Ranches, LTD as the recipient site for up to 40 tortoises at a cost of \$700 per adult tortoise. As the burrows were cleared it became obvious that we might exceed the permit limit of 40 tortoises. To avoid delaying the clearing process we executed an emergency amendment to the letter agreement with Lightsey Ranches and amended the FWC permit to allow relocation of up to 50 tortoises.

The initial estimate of the number of tortoise was based on the number of observed burrows and past experience of the environmental professional. Typically not every burrow houses a tortoise. The City's property has proven to be an exception to the rule; actual excavation has provided more tortoise than the estimated 40. To date (Sept 5th) we have relocated 42 tortoises. We have excavated all but three of the burrows and have plans to excavate those on Sept. 9th. One or two of the remaining burrows may be occupied. Best estimate is the final count will be 43-45 tortoises.

The total not to exceed cost to date is \$74,675.00 and is broken down as follows:

- Southeastern Ecological (environmental professional) - \$24,700.00
- Florida Department of Wildlife - \$14,975.00
 - Paid direct by the City. This is for a '50 or less permit'. The City will be refunded \$310.00 for each tortoise below 50.
- Lightsey Ranches, LTD (recipient site) – not to exceed \$35,000.00
 - This includes the most recent amendment.
 - Invoice will be for actual count @ \$700 each.

Options:

1. Ratify the emergency approval of the amendment with Lightsey Ranches, LTD.

Fiscal Impact:

The cost of this activity will be reimbursed/offset from the sale proceeds of the property.

Submission Date and Time: 9/14/2015 10:58 AM

Department: <u>City Manager</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>044-4081-535.31-10</u> Project No. <u>447011</u> WF No. <u>961961/1</u> Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 4.B.3.

Meeting Date: September 14, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of an agreement with the Odyssey Manufacturing Company for the purchase of Liquid Sodium Hypochlorite supplies pursuant to Invitation to Bid 150451

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of a fixed unit price annual requirements agreement with Odyssey Manufacturing Company (Odyssey) for Liquid Sodium Hypochlorite (chlorine). The estimated annual cost based on past consumption is \$160,862.80.

Analysis:

Liquid Sodium Hypochlorite is a disinfectant used in the treatment of potable water and wastewater. The Main Water Treatment Plant (WTP), Highland Lakes WTP and, when constructed, the Plantation WTP as well as the Canal Street Wastewater Treatment Plant use sodium hypochlorite as the primary disinfectant.

Procurement Analysis:

On August 3, 2015 the Purchasing Division issued an Invitation to Bid for Liquid Sodium Hypochlorite for use by the Public Works Department. Two (2) sealed bids were received. As indicated by the Summary of Bids, Odyssey submitted the most favorable unit price. Staff evaluated the bid submitted by Odyssey and deemed this firm to be the lowest responsive and responsible bidder. Both bidders are reputable corporations which have previously sold this product to the City.

The agreement is a fixed unit price annual requirements agreement. The initial term of the agreement expires on September 30, 2018 and includes a provision for additional extension periods not to exceed an aggregate of three additional years.

SUMMARY OF BIDS

Vendor Name	Estimated Annual Quantity	Unit Price Bid	Estimated Annual Cost
Odyssey Manufacturing Co. Tampa, FL	237,255 gallons	\$0.56 per gallon	\$160,862.80
Allied Universal Corporation Miami, FL	237,255 gallons	\$0.578 per gallon	\$166,033.39

The unit price for the previous contract is \$0.697 per gallon. On July 17, 2015 Allied Universal sent a letter to procurement offering to extend the agreement at the unit price of \$0.697 per gallon. Staff researched common price indices and determined the cost of this product should be lower now than when the previous contract was awarded. Staff declined the offer by Allied Universal and issued the Invitation to Bid.

Options:

1. Approve execution of the agreement with the Odyssey Manufacturing Company or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds have been included in the proposed FY 16 budget.

Submission Date and Time: 9/14/2015 10:58 AM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head <u>DCM</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>043-3051-533-5280</u> <u>043-3072-533-5280</u> <u>044-4051-535-5280</u> Project No. <u>436013</u> <u>436020</u> <u>447015</u> WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT WITH THE ODYSSEY MANUFACTURING COMPANY FOR LIQUID SODIUM HYPOCHLORITE SUPPLIES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with ODYSSEY MANUFACTURING COMPANY whose address is 1484 Massaro Blvd., Tampa, FL 33619 (email:pallman@odysseymanufacturing.com) for Liquid Sodium Hypochlorite water treatment supplies pursuant to ITB 150151.

THAT all future expenditures for goods ordered under this agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2015.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE REQUIREMENTS AGREEMENT

THIS AGREEMENT is made as of the 14th day of September in the year 2015, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Commodities. The CONTRACTOR shall provide and deliver the following Supplies: **Liquid Sodium Hypochlorite 12.5% as specified in accordance with EXHIBIT "A"**. Nothing herein shall limit the CITY'S right to obtain this product from other contractors. The products to be provided under this agreement shall not exceed the unit cost of **\$.56 per gallon**. The cost of the products shall not exceed this amount unless the CITY has executed a written change order approving any increase. Said price includes all labor, equipment, materials and delivery.

2. Labor and Materials. All work will be done in a competent and workmanlike manner, using quality, new materials. CONTRACTOR shall guarantee all materials and workmanship furnished under this agreement for a period of 365 days from completion.

3. Insurance. The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A".

A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

C. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

E. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

F. All liability insurance, except professional liability, shall be written on an occurrence basis.

G. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

H. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

I. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

4. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of

every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

5. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

7. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. Payment. CITY shall compensate CONTRACTOR for their products in the following manner: **SEE EXHIBIT "A"**.

10. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

11. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

12. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

14. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

15. Term and Termination. The initial term of this Agreement shall be from date of award through September 30, 2018, and includes a option to renew the agreement for an additional periods not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

16. Nonappropriation. The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) A nonappropriation has occurred, and
- (b) The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

17. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be PATRICK ALLMAN, General Manager. The primary contact person under this Agreement for the CITY shall be AL PURVIS, Chief Plant Operator.

18. Approval of Personnel. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

19. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

20. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

21. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor/Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**ODYSSEY MANUFACTURING
COMPANY**

By: _____

Printed: Marvin T. Raker

Its: PRESIDENT
(Title)

Date: 6/21/15

Exhibit "A"

SCOPE OF SERVICES

- I. Work.** CONTRACTOR shall perform all work in accordance with the Contract Documents for furnishing Liquid Sodium Hypochlorite Supplies as required by ITB 150451.
- II. Technical Specifications.** Technical specifications for this project are comprised of Section 2, Pages 1 through 11 contained in Invitation to Bid 150451 are incorporated by reference and made a part hereof.
- III. General Conditions.** The General Terms and Conditions from the Invitation to Bid 150451 are incorporated by reference and made a part hereof.
- IV. Vendor Bid Response.** The original bid response submitted by the Contractor is incorporated by reference and made a part hereof.
- V. Payment.** Payment to CONTRACTOR shall be FOB Destination on a Net-30 basis.



AGENDA MEMORANDUM

Item No: 4.B.4.

Meeting Date: September 14, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing the execution of a construction services agreement with PAQCO, Inc. for the Thomas Avenue water main upgrade project for the amount of \$131,455.00

Staff Recommendation:

Staff recommends award of the bid and approval of the resolution authorizing execution of an agreement with PAQCO, Inc. for \$131,455.00.

Analysis:

The purpose of this project is to upgrade approximately 2,700 linear feet of existing 6-inch PVC water main to 10-inch PVC water main. This section of the 6-inch water main comes off of a 10-inch water main and connects to a 10-inch water main creating a bottle neck in the main. This upgrade will make this full section of main consistent at 10-inches. The existing 6-inch pipe will be abandoned in place.

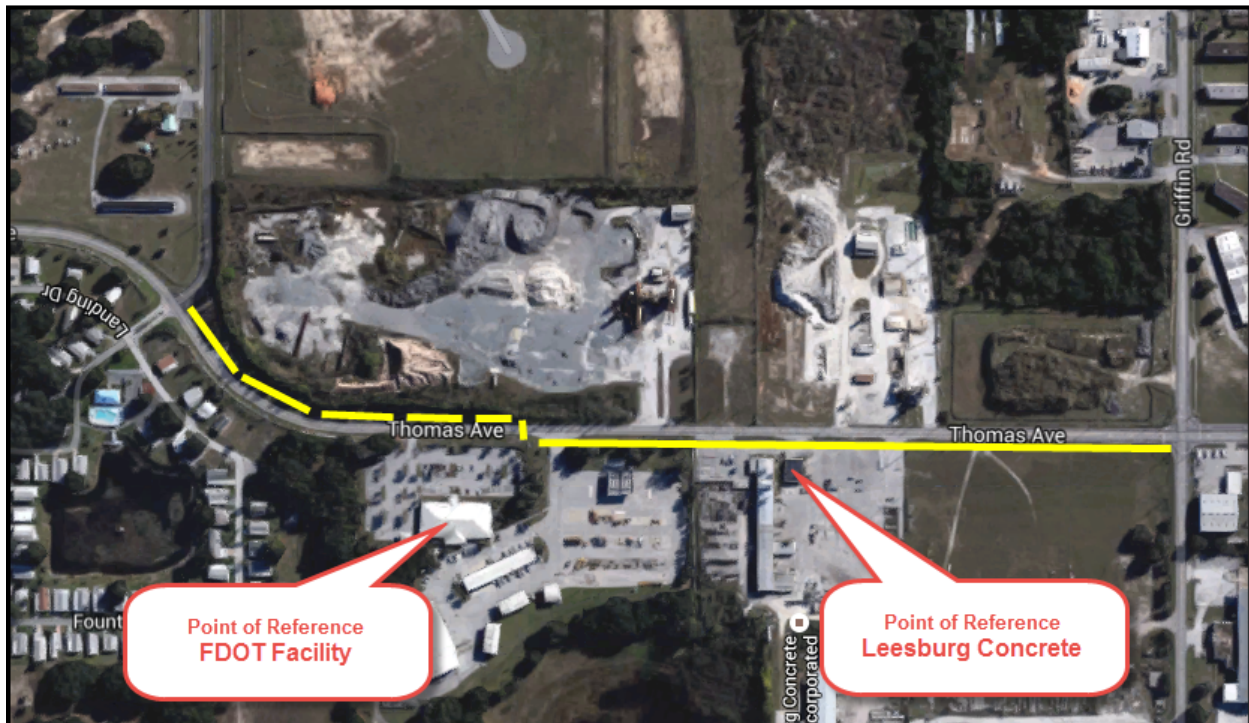


Figure 1 - Project Location/Site

The project is located along Thomas Avenue running from Tally Road to Griffin Road. The Contractor will tie in several water services ranging from 2 to 6-inches in pipe size. There will also be one hydrant tie-in. Restoration of asphalt road, concrete and asphalt driveways, landscape and sodding is included.

Procurement Analysis:

On June 24, 2015 the Purchasing Division issued Invitation to Bid number 150431. Notification of this opportunity was accomplished by posting on-line at Public Purchase.com and the Procurement Division contacting known construction services providers.

On July 14, 2015 five (5) sealed bids were received and evaluated by Purchasing and Public Works staff.

PAQCO, Inc. the lowest priced bidder submitted a responsive bid and has been deemed a responsible company. Purchasing staff reviewed the bid response and checked project references. Based on the results of the review, staff recommends awarding the bid to PAQCO, Inc. as a responsible contractor having successfully performed City construction projects in the past and submitting the lowest responsive bid.

SUMMARY OF BIDS

Bidder Name	Location	Total Cost	LVP
PAQCO, Inc.	Leesburg, FL	\$131,455.00	Yes
Barracuda Building Corp.	Apopka, FL	\$138,900.00	No
Central FL Tapping & Construction	Longwood, FL	\$144,850.00	No
C.E. James, Inc.	Oviedo, FL	\$152,820.00	No
All Terrain Tractor Service, Inc.	Orange City, FL	\$230,284.10	No

Local Vendor Preference (LVP) policy was not a factor in determining the lowest responsible and responsive bidder as the lowest bidder qualifies as a Tier I local vendor.

Bonds are NOT required on this project.

Options:

1. Approve execution of the agreement with PAQCO, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary to complete this project. The current budget included \$127,000.00, of which only \$119,476.00 is available, the remaining \$11,979.00 is available in the R&R Reserve account.

Submission Date and Time: 9/14/2015 10:58 AM

<p>Department: <u>Public Works</u></p> <p>Prepared by: <u>Terry Pollard</u></p> <p>Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/></p> <p>Dates: _____</p> <p>Attorney Review : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head DCM</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. <u>043-3099-533-6310</u></p> <p>Project No. <u>430002</u></p> <p>WF No. <u>WF0935279/002</u></p> <p>Req. #:: <u>47329</u></p> <p>Budget <u>\$127,000.00</u></p> <p>Available <u>\$119,476.00</u></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AN AGREEMENT WITH PAQCO,
INC FOR THE THOMAS AVENUE WATER MAIN UPGRADE
FOR A COST NOT TO EXCEED \$131,455.00; AND PROVIDING
AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with PAQCO, INC. whose address is 101 Weber Avenue, Leesburg, FL 34748 (email:
fay@paqcoinc.com) for the Thomas Avenue Water Main Upgrade project pursuant to
Invitation to Bid 150431.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 14th day of September 2015.

Mayor

ATTEST:

City Clerk

Vendor		PAQCO, Inc.	Barracuda Building Corp.	Central Florida Tapping & Construction Services, Inc.	C. E. James, Inc.	All Terrain Tractor Service, Inc.
Location		Leesburg, FL	Apopka, FL	Longwood, FL	Oviedo, FL	Orange City, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Thomas Avenue Water Main Upgrade	\$131,455.00	\$138,900.00	\$144,850.00	\$152,820.00	\$230,284.10
Total Bid Amount		\$131,455.00	\$138,900.00	\$144,850.00	\$152,820.00	\$230,284.10
Local Vendor Preference Applied For		Yes - 5%	NO	NO	NO	NO
SEALED BID RESPONSIVENESS REVIEW SUMMARY						
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	YES	YES	YES	YES
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES	YES	YES	YES
Bid Bond		YES	YES	YES	YES	YES
Meets Contractor License Requirement		YES	YES	YES	YES	YES
Contractor License Number		CUC057046	CGC1504612	CUC055705	CUC057944	CUC1225423
Item Bid Schedule		YES	YES	YES	YES	YES
Bidders Certification		YES	YES	YES	YES	YES
General Vendor Information		YES	YES	YES	YES	YES
Acknowledgement of Addenda		YES	YES	YES	YES	YES
Sub-Contractor Listing		YES	YES	YES	YES	YES
Material Suppliers or Manufacturers		YES	YES	YES	YES	YES
Time for Completion		60 days	60 days	60 days	60 days	90 days

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton , Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 14th day of September in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **PAQCO, INC.** whose address is 101 Weber Avenue, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Thomas Avenue Water Main Upgrade Project** to the CITY as listed in Invitation to Bid 150431 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150431, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$131,455.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FOURTEEN (14) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later SIXTY(60) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the

instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project;

and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid

under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be FAY PAQUETTE, Vice President. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE, Assistant Director, Public Works.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Elise Dennison, Mayor

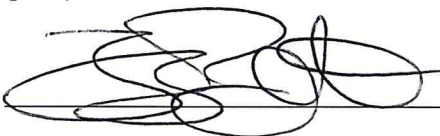
ATTEST:

City Clerk

Approved as to form:

City Attorney

PAQCO, INC.

By:  _____

Printed: Fay Paquette

Its: Vice President
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Work.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Thomas Avenue Water Main Upgrade Project as required by Invitation to Bid (ITB) 150431.
- II. **Addendums.** Not Applicable.
- III. **Bid Submittal.** The July 21, 2015 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 4.B.5.

Meeting Date: September 14, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing the execution of a construction services agreement with Central Florida Tapping & Construction Services, Inc. for the Woodland Park water main upgrade project for the amount of \$144,495.00

Staff Recommendation:

Staff recommends award of the bid and approval of the resolution authorizing execution of an agreement with Central Florida Tapping & Construction Services, Inc. for \$144,495.00.

Analysis:

This project will replace approximately 1,600 linear feet of 4-inch existing water main pipe with 6-inch PVC C900 piping. Construction will include installing three (3) hydrants, the removal and replacement of 45 existing residential water services and restoration of asphalt road, concrete and asphalt driveways, landscape, and sodding.

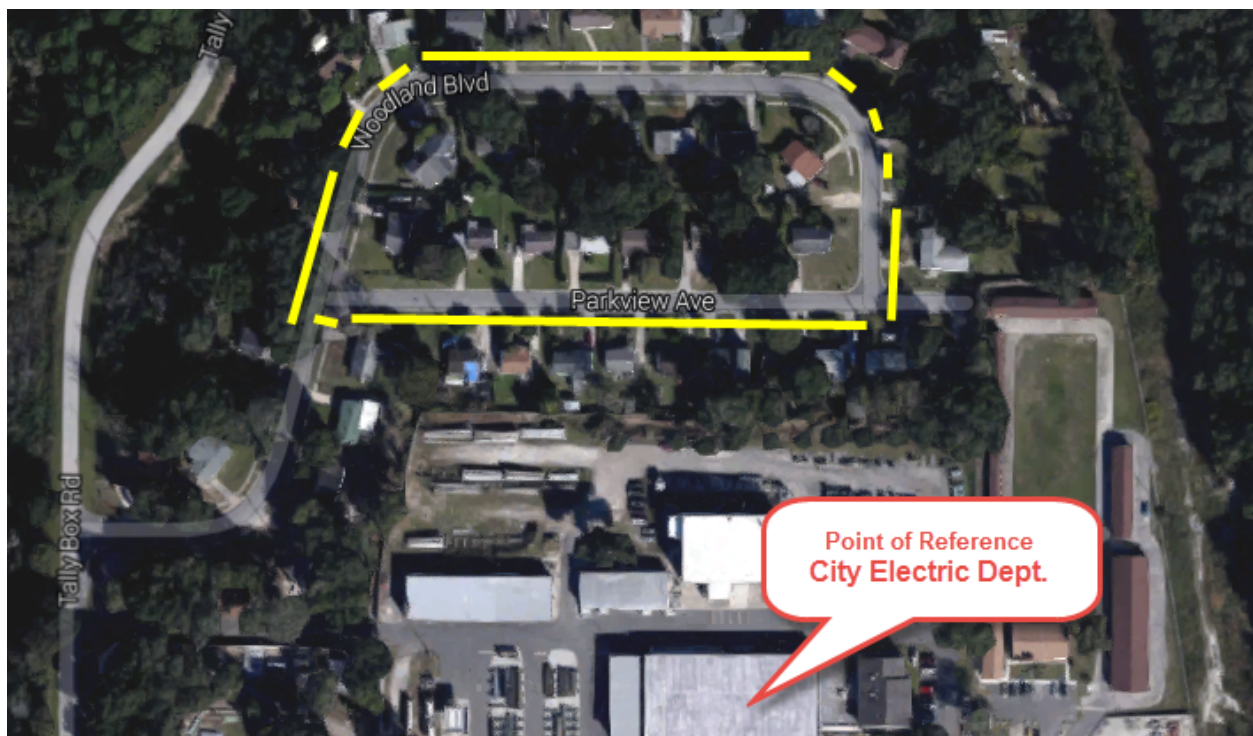


Figure 1 - Project Location/Site

Procurement Analysis:

On June 24, 2015 the Purchasing Division issued Invitation to Bid number 150441. Notification of this opportunity was accomplished by posting on-line at Public Purchase.com and the Purchasing Department contacting construction service providers.

On July 14, 2015 sealed bids were received from five prospective contractors and evaluated by Purchasing and Public Works staff.

Central Florida Tapping & Construction Services, Inc. the lowest bidder submitted a responsive bid and was deemed a responsible company. Procurement staff reviewed the bid response and checked project references. Based on the results of the review, staff recommends awarding the bid to Central Florida Tapping & Construction Services, Inc.

SUMMARY OF BIDS

Bidder Name	Location	Total Cost	LVP
Central Florida Tapping & Construction, Inc.	Longwood, FL	\$144,495.00	No
PAQCO, Inc.	Leesburg, FL	\$157,735.00	Yes
Barracuda Building Corp.	Apopka, FL	\$157,900.00	No
C.E. James, Inc.	Oviedo, FL	\$161,112.00	No
All Terrain Tractor Service, Inc.	Orange City, FL	\$298,176.25	No

Local Vendor Preference (LVP) policy was applied as PAQCO, Inc. was eligible for the Tier I – 5% LVP preference; however, their bid exceeded Central Florida Tapping by approximately nine percent (9%).

Bonds are not required on this contract/project.

Options:

1. Approve execution of the agreement with Central Florida Tapping & Construction Services, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be necessary to complete this project. The current budget included \$126,000.00, of which only \$107,600.00 is available. The remaining \$36,895.00 will be covered with \$13,021.00 from the R&R Reserve account and \$23,874.00 from available cash in the Water Fund. The \$23,874.00 will be submitted for Commission approval since it is an increase in the Water Fund budget for the current year and submitted on the Quarterly budget adjustments.

Submission Date and Time: 9/14/2015 10:58 AM

<p>Department: <u>Public Works</u></p> <p>Prepared by: <u>Terry Pollard</u></p> <p>Attachments: Yes <u>X</u> No <u> </u></p> <p>Advertised: <u> </u> Not Required <u>X</u></p> <p>Dates: <u> </u></p> <p>Attorney Review: Yes <u> </u> No <u>X</u></p> <p><u> </u></p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head DCM</p> <p>Finance Dept. <u> </u></p> <p>Deputy C.M. <u> </u></p> <p>Submitted by:</p> <p>City Manager <u> </u></p>	<p>Account: <u>043-3099-533-6310</u></p> <p>Project No. <u>430002</u></p> <p>WF No. <u>0935174/002</u></p> <p>Req. #:: <u>47332</u></p> <p>Budget <u> </u></p> <p>Available <u> </u></p>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AN AGREEMENT WITH THE
CENTRAL FLORIDA TAPPING & CONSTRUCTION SERVICES,
INC. FOR THE WOODLAND PARK WATER MAIN UPGRADE
FOR A COST NOT TO EXCEED \$144,495.00; AND PROVIDING
AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with CENTRAL FLORIDA TAPPING & CONSTRUCTION, INC. whose address is P.O.
Box 521279, Longwood, FL 32752 (email: rick@centralfloridatapping.com) for the
Woodland Park Water Main Upgrade project pursuant to Invitation to bid 150441.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 14th day of September 2015.

Mayor

ATTEST:

City Clerk

Vendor		Central Florida Tapping & Construction Services, Inc.	PAQCO, Inc.	Barracuda Building Corp.	C. E. James, Inc.	All Terrain Tractor Service, Inc.
Location		Longwood, FL	Leesburg, FL	Apopka, FL	Oviedo, FL	Orange City, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Woodland Park Water Main Upgrade	\$144,495.00	\$157,735.00	\$157,900.00	\$161,112.00	\$298,176.25
Total Bid Amount		\$144,495.00	\$157,735.00	\$157,900.00	\$161,112.00	\$298,176.25
Local Vendor Preference Applied For		NO	Yes - 5% = \$149,848.25	NO	NO	NO
SEALED BID RESPONSIVENESS REVIEW SUMMARY						
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	YES	YES	YES	YES
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES	YES	YES	YES
Bid Bond		YES	YES	YES	YES	YES
Meets Contractor License Requirement		YES	YES	YES	YES	YES
Contractor License Number		CUC055705	CUC057046	CGC1504612	CUC057944	CUC1225423
Item Bid Schedule		YES	YES	YES	YES	YES
Bidders Certification		YES	YES	YES	YES	YES
General Vendor Information		YES	YES	YES	YES	YES
Acknowledgement of Addenda		YES	YES	YES	YES	YES
Sub-Contractor Listing		YES	YES	YES	YES	YES
Material Suppliers or Manufacturers		YES	YES	YES	YES	YES
Time for Completion		75 days	60 days	75 days	60 days	90 days

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton , Purchasing Manager

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 14th day of September in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **CENTRAL FLORIDA TAPPING & CONSTRUCTION SERVICES, INC.** whose address is P.O. Box 521279, Longwood, Florida 32752 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Woodland Park Water Main Upgrade Project** to the CITY as listed in Invitation to Bid 150441 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150441, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$144,495.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FOURTEEN (14) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later SEVENTY-FIVE (75) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project;

and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid

under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be RICHARD BULLINGTON, President. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE, Assistant Director, Public Works.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Elise Dennison, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

**CENTRAL FLORIDA TAPPING &
CONSTRUCTION SERVICES, INC.**

By: Richard E Bullington

Printed: Richard E Bullington

Its: PRESIDENT
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Work.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Woodland Park Water Main Upgrade Project as required by Invitation to Bid (ITB) 150441.
- II. **Addendums.** Not Applicable.
- III. **Bid Submittal.** The July 21, 2015 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 4.C.1.

Meeting Date: September 14, 2015

From: Jack Rogers, Gas Director

Subject: Resolution authorizing execution of the Twelfth Amendment of the Depository Trust Agreement to conform the City's depository account for Florida Gas Utility

Staff Recommendation:

Staff recommends approval of the Twelfth Amendment to the Depository Trust Agreement to conform the City's depository account for Florida Gas Utility to the requirements for the amount to be held in escrow.

Analysis:

The City of Leesburg purchases natural gas through Florida Gas Utility for resale to customers of the City. As a condition of providing natural gas to the City of Leesburg, Florida Gas Utility requires the City to maintain a depository account with SunTrust Bank as Trustee, which is currently \$332,000. Based on periodic reviews of natural gas pricing, the volume of gas utilized by the City of Leesburg and other variable factors, Florida Gas Utility has now decreased the required amount to be held in the fund to \$215,000 as of October 1, 2015. The City of Leesburg will receive a refund amount of \$117,000 which will be deposited in a restricted account within the gas fund.

Options:

1. Approve the Twelfth Amendment to the Depository Trust Agreement; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The Gas Department will receive a refund of \$117,000 from the Sun Trust account to be deposited in a restricted account within the gas fund.

Submission Date and Time: 9/14/2015 10:59 AM

Department: <u>Gas</u> Prepared by: <u>JR</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>Not Required</u> <u>X</u> Dates: <u> </u> Attorney Review: Yes <u>X</u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u>JR</u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u>042-0000-159-2210</u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TWELFTH AMENDMENT OF THE DEPOSITORY TRUST AGREEMENT NECESSARY TO CONFORM THE CITY'S DEPOSITORY ACCOUNT, MAINTAINED FOR THE BENEFIT OF FLORIDA GAS UTILITY, TO THE LATEST REQUIREMENTS FOR THE AMOUNT OF THE DEPOSIT TO BE HELD IN ESCROW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Leesburg obtains natural gas from Florida Gas Utility for resale to customers of the City; and

WHEREAS, as a condition of providing natural gas to the City of Leesburg, Florida Gas Utility requires that the City maintain a depository trust account with SunTrust Bank, as Trustee, which is currently in the amount of \$332,000.00; and

WHEREAS, based on its periodic review of natural gas pricing, the volume of gas utilized by the City of Leesburg, and other variable factors, Florida Gas Utility has determined that the City may decrease the deposit to \$215,000.00; and

WHEREAS, it is in the best interest of the City of Leesburg, its citizens and natural gas customers, to comply with the decreased deposit requirement of Florida Gas Utility, and to decrease the current amount of \$332,000.00, by \$117,000.00, making the total deposit in the depository trust account \$215,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida:

That the Mayor and City Clerk are hereby authorized and directed to execute the Twelfth Amendment to the Depository Trust Agreement with SunTrust Bank, as Trustee, the Deposit Trust Agreement with Florida Gas Utility, and such other documents as are necessary to effectuate a decrease in the City's deposit to the required level of \$215,000.00.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September, 2015.

City of Leesburg, Florida

Mayor

ATTEST:

City Clerk

**TWELFTH AMENDMENT OF
DEPOSITORY TRUST AGREEMENT**

THIS AMENDMENT is made as of the ____ day of _____, in the year 2015, between the **CITY OF LEESBURG**, a Florida municipal corporation (hereinafter referred to as the “CITY”), and **SUNTRUST BANK**, duly authorized under its Charter and the laws of the State of Georgia and duly qualified under the laws of the State of Florida, as Trustee (hereinafter referred to as the “TRUSTEE”).

WITNESSETH:

WHEREAS, on February 25, 2002, the CITY and the TRUSTEE entered into a Depository Trust Agreement (the “Prior Agreement”) for the purpose of the CITY establishing a trust fund for the benefit of Florida Gas Utility (“FGU”); and

WHEREAS, pursuant to the Prior Agreement, the CITY placed the sum of Three Hundred Thousand Dollars (\$300,000.00) into a Depository Account to be held in trust by the TRUSTEE for the benefit of FGU (the “Fund”); and

WHEREAS, on or about September 12, 2003, the CITY and TRUSTEE entered into a First Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Four Hundred Thirty Nine Thousand Dollars (\$439,000.00); and

WHEREAS, on or about October 25, 2004, the CITY and TRUSTEE entered into a Second Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Five Hundred Eleven Thousand Dollars (\$511,000.00); and

WHEREAS, on or about October 24, 2005, the CITY and TRUSTEE entered into a Third Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Five Hundred Sixty Five Thousand Dollars (\$565,000.00); and

WHEREAS, on or about October 23, 2006, the CITY and TRUSTEE entered into the Fourth Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Six Hundred Fifty Seven Thousand Dollars (\$657,000.00); and

WHEREAS, on or about September 24, 2007, the CITY and TRUSTEE entered into the Fifth Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Six Hundred Eighty Seven Thousand Dollars (\$687,000.00); and

WHEREAS, on or about September 22, 2008, the CITY and TRUSTEE entered into the Sixth Amendment of Depository Trust Agreement for the purpose of increasing the amount of the Fund to Seven Hundred Eighty Two Thousand Dollars (\$782,000.00); and

WHEREAS, on or about September 14, 2009, the CITY and TRUSTEE entered into the Seventh Amendment of Depository Trust Agreement for the purpose of decreasing the amount of the Fund to Four Hundred Forty One Thousand Dollars (\$441,000); and

WHEREAS, on or about September 12, 2011, the CITY and TRUSTEE entered into the Eighth Amendment of Depository Trust Agreement for the purpose of decreasing the amount of the Fund to Three Hundred Sixty Four Thousand Dollars (\$364,000.00); and

WHEREAS, on or about September 10, 2012, the CITY and TRUSTEE entered into the Ninth Amendment to address a decrease in the amount of the Fund and to provide for a refund to CITY in the amount of One Hundred Eight Thousand Dollars (\$108,000); and

WHEREAS, on or about August 12, 2013, the CITY and TRUSTEE entered into the Tenth Amendment of Depository Trust Agreement to increase the amount of the Fund from Two Hundred Fifty Six Thousand (\$256,000.00) to Three Hundred Twenty Two Thousand (\$322,000.00) as of October 1, 2013; and

WHEREAS, on or about August 25, 2014, the CITY and TRUSTEE entered into the Eleventh Amendment of Depository Trust Agreement to increase the amount of the Fund from Three Hundred Twenty Two Thousand (\$322,000.00) to Three Hundred Thirty Two Thousand (\$332,000.00) as of October 1, 2014; and

WHEREAS, NOW, the CITY and TRUSTEE desire to enter into this Twelfth Amendment to decrease the amount of the Fund from Three Hundred Twenty Three Two Thousand (\$332,000.00) to Two Hundred Fifteen Thousand (\$215,000.00) as of October 1, 2015.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained in this Twelfth Amendment, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the CITY and TRUSTEE do hereby agree as set forth below:

1. The above recitals are true and correct and by reference and incorporated herein and made a part hereof.
2. The parties agree to amend the Prior Agreement in the following particulars:

The Trustee shall, on October 1, 2015, refund to the City, One Hundred Seventeen Thousand Dollars (\$117,000.00) from the Fund to decrease the deposit amount to Two Hundred Fifteen Thousand (\$215,000.00).

3. All terms and conditions of the Prior Agreement not specifically amended herein or by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, or Eleventh Amendment thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Twelfth Amendment on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

Approved as to form and content:

City Attorney

By: _____

Mayor

Date: _____

Attest: _____

SUNTRUST BANK, as TRUSTEE

By: _____

Its: Corporate Trust Officer

Date: _____



AGENDA MEMORANDUM

Item No: 4.C.2.
Meeting Date: September 14, 2015
From: Dan Miller, Planning & Zoning Manager
Subject: Resolution re-appointing two regular members and one alternate member to the Leesburg Planning Commission

Staff Recommendation:

Staff recommends the City Commission approve the re-appointment of two regular members and one alternate member to the Leesburg Planning Commission, with terms to expire on September 30, 2018.

Analysis:

The Leesburg Planning Commission consists of seven (7) members plus one alternate member, all appointed by the City Commission for varied terms. At the present time, the Planning Commission has two regular member positions with terms set to expire September 30, 2015; Mr. Frazier J. Marshall and Mr. Ted Bowersox. There is also one alternate member's term expiring at the same time; Mr. Stewart Kaplan. Their applications are attached for City Commission review.

Options:

1. Re-appoint Frazier J. Marshall and Ted Bowersox as regular members of the Planning Commission and Stewart Kaplan as an alternate member to the Planning Commission, with these appointments to expire on September 30, 2018.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The City of Leesburg budget provides funding to reimburse the Planning Commissioners for serving at the rate of \$25.00 per meeting.

Submission Date and Time: 9/14/2015 10:59 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-6151-515-3110</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, REAPPOINTING TO THE LEESBURG
PLANNING COMMISSION TWO REGULAR MEMBERS AND
ONE ALTERNATE MEMBER, WITH TERMS TO EXPIRE AS OF
SEPTEMBER 30, 2018, AND PROVIDING AN EFFECTIVE
DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
LEESBURG FLORIDA:**

THAT the City Commission of the City of Leesburg, Florida finds there are currently two (2) regular members of the Planning Commission whose terms expire on September 30, 2015, and one (1) alternate member of the Planning Commission whose term expires on September 30, 2015.

THEREFORE: the City Commission hereby re-appoints Frazier J. Marshall and Ted Bowersox as regular members with terms expiring September 30, 2018 and one alternate member, Stewart Kaplan, with a term to expire September 30, 2018 to the City of Leesburg Planning Commission.

THIS RESOLUTION shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14TH day of September 2015.

Mayor, Elise A. Dennison

ATTEST:

City Clerk, J. Andi Purvis



City of Leesburg

Appointed Boards & Commission

Application

Date:				Name:	<i>Frazier J. Marshall</i>		
Mailing Address:	<i>1510 Woodlyn Dr. Leesburg FL 34748</i>						
Home Address:	<i>1510 Woodlyn Dr. Leesburg FL 34748</i>						
Home Telephone Number	<i>352-348-5765</i>						
Business Name & Type	<i>Rose of Sharon of Central FL FLD</i>						
Business Address:	<i>P.O. Box 490854 Leesburg FL 34748</i>						
Business Telephone Number:	<i>352-435-9209</i>						
Position	<i>President</i>						
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:							
Professional Organizations/Membership: <i>Community Development</i>							
<i>Cooperation</i>							
Have You Served On A City Board Or Committee In The Past?					<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If Yes – Dates Served:							
Name of Board or Committee:					<i>Planning Commission</i>		
	Library Board				Historic Preservation Board		
	Planning Commission			<input checked="" type="checkbox"/>	Greater Leesburg CRA		
	Carver Heights & Vicinity CRA				General Employees Retirement Board of Trustees		
	Fire Department Pension Board of Trustees				Police Department Pension Board of Trustees		
	Other (Specify):						
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.							
Signature of Applicant					Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630		



City of Leesburg Appointed Boards & Commission Application

Date:	8-20-15	Name:	Ted W. Bowersox		
Mailing Address:	2301 Gator Pond Lane				
Home Address:	Leesburg FL 34748				
Home Telephone Number	352-787-6741				
Business Name & Type	Retired				
Business Address:					
Business Telephone Number:					
Position					
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought: Chairmand of Board of Adjustment					
Past P+2 member, Past City Commissioner					
Professional Organizations/Membership: Rotary					
Have You Served On A City Board Or Committee In The Past? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
If Yes – Dates Served:					
Name of Board or Committee: P+2, BOA, & City Commission					
	Library Board			Historic Preservation Board	
	Planning Commission <input checked="" type="checkbox"/>			Greater Leesburg CRA	
	Carver Heights & Vicinity CRA			General Employees Retirement Board of Trustees	
	Fire Department Pension Board of Trustees			Police Department Pension Board of Trustees	
	Other (Specify):				
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.					
			Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630		
Signature of Applicant					



City of Leesburg Appointed Boards & Commission Application

Date:	4 AUG 2015		Name:	STEWART KAPLAN	
Mailing Address:	26626 BULL RUN				
Home Address:	SAME				
Home Telephone Number	(352) 787-9850				
Business Name & Type	RETIRED				
Business Address:					
Business Telephone Number:					
Position					
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:					
LICENSED ARCHITECT IN NY					
SITE PLANNER					
Professional Organizations/Membership:					
LAPSED MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS					
Have You Served On A City Board Or Committee In The Past?				Yes	<input checked="" type="checkbox"/> No
If Yes – Dates Served:		2014 TO PRESENT			
Name of Board or Committee:					
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Historic Preservation Board		
<input checked="" type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Greater Leesburg CRA		
<input type="checkbox"/>	Carver Heights & Vicinity CRA	<input type="checkbox"/>	General Employees Retirement Board of Trustees		
<input type="checkbox"/>	Fire Department Pension Board of Trustees	<input type="checkbox"/>	Police Department Pension Board of Trustees		
<input type="checkbox"/>	Other (Specify):				
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.					
Signature of Applicant		Return To:		City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630	



AGENDA MEMORANDUM

Item No: 4.C.3.

Meeting Date: September 14, 2015

From: Robert W. Hicks, Chief of Police

Subject: Clerical Error: Resolution authorizing ratification of Collective Bargaining Agreements with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants.

Staff Recommendation:

Staff recommends ratification of the amended Collective Bargaining Agreement.

Analysis:

This resolution was previously passed on August 10, 2015; however, a partial sentence was omitted due to clerical error in Article 31 paragraph 7 (see underlined below). The corrected agreement in its entirety is attached:

Article 31

7. The City and the Members mutually consent that all insurance premium tax revenues ("IPTR") received by the City during the term, or future terms, of this agreement shall be used to fund benefits as provided in Article 31 of this Agreement, as amended from time to time, and those benefits not enumerated in this Article but enjoyed by the members as stipulated in the Plan as of September 30, 2015.

Options:

1. Approve ratification of the amended Collective Bargaining Agreement
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no change in the fiscal impact. Due to the length of the CBA, only the sections modified in the agreement have been attached. See attached documents.

Submission Date and Time: 9/14/2015 10:59 AM

Department: <u>Police</u> Prepared by: <u>Lisa Carter</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE RATIFICATION
OF COLLECTIVE BARGAINING AGREEMENTS WITH THE
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. FOR
OFFICERS/DETECTIVES AND CORPORALS/SERGEANTS;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT a tentative agreement has been reached with the Florida Police Benevolent Association, Inc. for both the Officers/Detectives and Corporals/Sergeants Collective Bargaining Units.

THAT membership from both collective bargaining units held a ratification vote and the membership unanimously approved the proposal.

THAT the City Commission through passage of this Resolution formally ratifies the proposed modification, as attached, for both the Officers/Detectives and Corporals/Sergeants Collective Bargaining Units.

THAT this resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2015.

Mayor

ATTEST:

City Clerk

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF LEESBURG, FLORIDA
AND
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

**OFFICERS/DETECTIVES
AND
CORPORALS/SERGEANTS**

PREAMBLE:

Pursuant to the Collective Bargaining Agreement (CBA) between the City of Leesburg, Florida and the Police Benevolent Association, Inc. pertaining to the Officers/Detectives AND Corporals/Sergeants bargaining units, the parties have conducted reopener negotiations on contract issues. This document amends the CBA now in effect pertaining to article 31 and article 34. In all other respects, the CBA will remain as written.

1. The City and the Members agree to modify Article 31 modifying paragraph 6 and the creation of new paragraph 7.
2. The City and the Members agree to modify sections of Article 34, which specially remove wage openers for FY 17 and provide increased wages; thereby, making final the agreement through September 30, 2017.

Below are the agreed upon modifications:

Article 31

6. The benefit accrual rate for all eligible personnel for credited service between October 1, 2009 and September 30, 2015 will be 2.5%. On and after October 1, 2015, the accrual rate shall be 3.0%.

7. The City and the Members mutually consent that all insurance premium tax revenues ("IPTR") received by the City during the term, or future terms, of this agreement shall be used to fund benefits as provided in Article 31 of this Agreement, as amended from time to time, and those benefits not enumerated in this Article but enjoyed by the members as stipulated in the Plan as of September 30, 2015.

Article 34

34.1 (Both Units) The below listed salary ranges shall become effective October 1, 2015. Future wage/salary increase during the term of this Agreement shall be negotiated by the Parties as provided in Section 34.3 of this Article.

	Hourly Min	Hourly Max	Annual Min	Annual Max	PTO Accrual Max Rate
Police Officer 300	\$18.96	\$27.85	\$41,901.60	\$61,548.50	\$23.04
Sr. Police Officer 302	\$19.91	\$30.12	\$44,001.10	\$66,565.20	\$24.90
Police Detective 300	\$18.96	\$27.85	\$41,901.60	\$61,548.50	\$23.04
Sr. Police Detective 302	\$19.91	\$30.12	\$44,001.10	\$66,565.20	\$24.90
Police Corporal 304	\$21.12	\$31.63	\$46,675.20	\$69,902.30	\$26.93
Detective Corporal 304	\$21.12	\$31.63	\$46,675.20	\$69,902.30	\$26.93
Police Sergeant 306	\$22.17	\$34.20	\$48,995.70	\$75,582.00	\$27.99
Detective Sergeant 306	\$22.17	\$34.20	\$48,995.70	\$75,582.00	\$27.99

34.3 (Both Units) Wages/Salaries. All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for each employee at the time of ratification of this Agreement by the parties or on the date of legislative action of this article by the City Commission. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining.

34.3.A. (Both Units) Fiscal Year 2015-2016 (Beginning October 1, 2015 and ending September 30, 2016). For Fiscal Year 2015-2016 all members shall receive a one-time wage adjustment to reflect the increase in salaries and wages provided in Article 34.1 with the following guidelines:

1. All new members hired after October 1, 2015 shall receive the new Police Officer 300 minimum base pay.
 - a. The City reserves the right to provide a one-time signing bonus for newly hired members with previous experience.
2. All members with less than one year of service as of October 1, 2015 shall receive the new Police Officer 300 minimum base pay plus 3% increase.
3. All members with one full year of continuous service, or more, shall receive an adjustment to the new base salary of their rank/title plus

- a. A 3% increase added only to the new base rate of pay of their rank/title (or a proration thereof if service does not equal two full years), plus
- b. 2.25% per year of service compression factor times their current salary.
 - i. Compression factor shall be capped at 16 years of continuous service.
- c. If the calculated increase in 3(a and b) is less than \$6,000 annually, the member will receive a \$6,000 annual increase added to their current annual pay.
- d. If the calculated increase in 3(a and b) exceeds the new top of scale annual pay, the member will receive the new top of scale annual pay for their rank/title.

34.3.B. (Both Units) Fiscal Year 2016-2017 (Beginning October 1, 2016 and ending September 30, 2017). For Fiscal Year 2016-2017 all members shall receive a three percent (3%) cost of living adjustment (COLA), or top of scale, whichever is less.

Executed: **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

Steve Micciche - Staff Representative

Executed: **CITY OF LEESBURG, FLORIDA**

City Manager – Al Minner
(Chief Executive Officer)

WITNESS:

Robert W. Hicks – Chief of Police

August____, 2015

ATTEST:

John Sommersdorf
Member, Corporal/Sergeants FPBA Bargaining Committee

August____, 2015

Christopher Wiley
Member, Officers/Detectives FPBA Bargaining Committee

August____, 2015

Ratified this ____ day of _____, 2015

CITY OF LEESBURG, FLORIDA

By: _____
Elise Dennison
Mayor

ATTEST:

J. Andi Purvis – City Clerk

Ratified this ____ day of _____. 2015

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

By: _____
Steve Micciche - Staff Representative

ATTEST:

John Sommersdorf
Member, Corporal/Sergeants FPBA Bargaining Committee

August____, 2015

Christopher Wiley
Member, Officers/Detectives FPBA Bargaining Committee

August____, 2015

TO: Members of the Florida Police Benevolent Association, Inc.
Officers/Detective Unit
Corporals/Sergeant Unit
FROM: Al Minner, City Manager
Robert Hicks, Chief of Police
Jakki Perry, Human Resource Director
RE: **FY 16 WAGE OPENERS**
DATE: Friday, July 17, 2015

Pursuant to the CBA's for both units, below represents that City's offer for wage increases.

1. The City and the Members agree to open Article 31 to consider a modification to paragraph 6 and the creation of new paragraph 7.
2. The City and the Members agree to modify sections of Article 34, which specially remove wage openers for FY 17 and provide increased wages; thereby, making final the agreement through September 30, 2017.

Below are the proposed modifications:

Article 31

6. After October 1, 2015, the accrual rate for eligible personnel shall be 3.0%.

7. The City and the Members mutually consent that all insurance premium tax revenues ("IPTR") received by the City during the term, or future terms, of this agreement shall be used to fund benefits as provided in Article 31 of this Agreement, as amended from time to time, and those benefits not enumerated in this Article but enjoyed by the members as stipulated in the Plan as of September 30, 2015.

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Article 34

34.1 (Both Units) The below listed salary ranges shall remain in effect for fiscal year 2013-14 beginning October 1, 2013 and ending September 30, 2014. Future wage/salary increase during the term of this Agreement shall be negotiated by the Parties as provided in Section 34.2 34.3 of this Article.

	Hourly Min	Hourly Max	Annual Min	Annual Max	PTO Accrual Max Rate
Police Officer 300	\$16.25	\$24.19	\$35,912.50	\$53,464.32	\$23.04
	<u>\$18.96</u>	<u>\$27.85</u>	<u>\$41,912.50</u>	<u>\$61,549.92</u>	
Sr. Police Officer 302	\$16.96	\$26.15	\$37,418.60	\$57,780.45	\$24.90
	<u>\$19.91</u>	<u>\$30.12</u>	<u>\$44,008.13</u>	<u>\$66,566.24</u>	
Police Detective 300	\$16.25	\$24.19	\$35,912.50	\$53,464.32	\$23.04
	<u>\$18.96</u>	<u>\$27.85</u>	<u>\$41,912.50</u>	<u>\$61,549.92</u>	
Sr. Police Detective 302	\$16.96	\$26.15	\$37,418.60	\$57,780.45	\$24.90
	<u>\$19.91</u>	<u>\$30.12</u>	<u>\$44,008.13</u>	<u>\$66,566.24</u>	
Police Corporal 304	\$18.33	\$28.28	\$40,509.30	\$62,491.07	\$26.93
	<u>\$21.12</u>	<u>\$31.63</u>	<u>\$46,675.20</u>	<u>\$69,894.55</u>	
Detective Corporal 304	\$18.33	\$28.28	\$40,509.30	\$62,491.07	\$26.93
	<u>\$21.12</u>	<u>\$31.63</u>	<u>\$46,675.20</u>	<u>\$69,894.55</u>	
Police Sergeant 306	\$19.06	\$29.39	\$42,122.60	\$64,950.80	\$27.90
	<u>\$22.17</u>	<u>\$34.20</u>	<u>\$48,995.70</u>	<u>\$75,590.96</u>	
Detective Sergeant 306	\$19.06	\$29.39	\$42,122.60	\$64,950.80	\$27.90
	<u>\$22.17</u>	<u>\$34.20</u>	<u>\$48,995.70</u>	<u>\$75,590.96</u>	

34.3 (Both Units) *Wages/Salaries.* All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for each employee at the time of ratification of this Agreement by the parties or on the date of legislative action of this article by the City Commission. ~~The salaries and wages depicted in Section 34.1 of this article provide a five percent (5%) general wage increase for all bargaining unit members and becomes effective October 1, 2014. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. The parties agree to re-open this Agreement for the sole purpose of bargaining about compensation for fiscal year 2015-16~~

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~~(beginning October 1, 2015 and ending September 30, 2016) and fiscal year 2016-2017 (beginning October 1, 2016 and ending September 30, 2017). Such negotiations must begin no later than June 1 for each preceding fiscal year and notice must be given under Article 27 of this Agreement.~~

34.3.A. (Both Units) Fiscal Year 2015-2016 (Beginning October 1, 2015 and ending September 30, 2016). For Fiscal Year 2015-2016 all members shall receive a one-time wage adjustment to reflect the increase in salaries and wages provided in Article 34.1 with the following guidelines:

1. All new members hired after October 1, 2015 shall receive the new Police Officer 300 minimum base pay.
 - a. The City reserves the right to provide a one-time signing bonus for newly hired members with previous experience.
2. All members with less than one year of service as of October 1, 2015 shall receive the new Police Officer 300 minimum base pay plus 3% increase.
3. All members with one full year of continuous service, or more, shall receive an adjustment to the new base salary of their rank/title plus
 - a. A 3% increase added only to the new base rate of pay of their rank/title (or a proration thereof if service does not equal two full years), plus
 - b. 2.25% per year of service compression factor times their current salary.
 - i. Compression factor shall be capped at 16 years of continuous service.
 - c. If the calculated increase in 3(a and b) is less than \$6,000 annually, the member will receive a \$6,000 annual increase added to their current annual pay.
 - d. If the calculated increase in 3(a and b) exceeds the new top of scale annual pay, the member will receive the new top of scale annual pay for their rank/title.

34.3.B. (Both Units) Fiscal Year 2016-2017 (Beginning October 1, 2016 and ending September 30, 2017). For Fiscal Year 2016-2017 all members shall receive a three percent (3%) cost of living adjustment (COLA), or top of scale, whichever is less.

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AGENDA MEMORANDUM

Item No: 4.C.4.
Meeting Date: September 14, 2015
From: Lucy Gangone, Library Director
Subject: Resolution Appointing a Library Advisory Board Member

Staff Recommendation:

Staff recommends the appointment of one individual to the Library Advisory Board for a term of five years; said term to expire on September 30, 2020. The position was advertised, as required.

Analysis:

Mrs. Jeanne Bouchard-Hall was appointed to the Library Advisory Board on September 9, 2013 to fill an unexpired term for two years. Mrs. Bouchard-Hall's term expires September 30, 2015, and she has filed for reappointment to the Library Advisory Board.

Mrs. Jeanne Bouchard-Hall has a B.A. in English and a Master of Arts degree in Creative Writing. She taught in secondary schools and junior colleges for fifteen (15) years. She earned an Associate degree in Nuclear Medicine Technology and practiced as a Nuclear Medical Technologist for twenty (20) years. She coordinates the resident library at Legacy of Leesburg, and is a member of their PageTurners Book Club.

Options:

1. Appoint the applicant, Jeanne Bouchard-Hall, to the Library Advisory Board;
2. Seek another candidate of the Commission's choosing; or
3. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no fiscal impact.

Submission Date and Time: 9/14/2015 10:59 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA APPOINTING ONE MEMBER TO THE
LIBRARY ADVISORY BOARD TO A FIVE-YEAR TERM AS A
MEMBER WITH SAID TERM TO EXPIRE SEPTEMBER 30, 2020;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg Commission finds that there is an appointment to be made to the Library Advisory Board in keeping with Section 2, Division 3 (1-92) of the Code of Ordinance of the City relating to the provision of Library services.

THAT the City Commission hereby appoints Jeanne B. Bouchard-Hall to the five-year term to expire September 30, 2020.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of September 2015.

Mayor

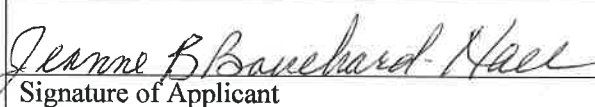
ATTEST:

City Clerk

Rec'd
7-7-158



City of Leesburg Appointed Boards & Commission Application

Date:	July 4, 2015	Name:	JEANNE B. BOUCHARD-HALL		
Mailing Address:	27126 GREENFLY ORCHID LN LEESBURG				
Home Address:	"	"	"	"	"
Home Telephone Number	352-315-0247				
Business Name & Type					
Business Address:					
Business Telephone Number:					
Position	LIBRARY ADVISORY BOARD MEMBER				
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:	B.A. ENGLISH, MFA CREATIVE WRITING, BROWN UNIV. TEACHER OF ENGLISH, 15 YRS				
	A.S. Nuclear Med. Technology, UNIV. of Vermont				
	Nuclear Med. Technologist 20 YRS				
Professional Organizations/Membership:	Society of Nuclear Medicine Technologists				
Have You Served On A City Board Or Committee In The Past?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
If Yes - Dates Served:	9/13 to present				
Name of Board or Committee:	LEESBURG LIBRARY ADVISORY BOARD				
<input checked="" type="checkbox"/> Library Board			<input type="checkbox"/> Historic Preservation Board		
<input type="checkbox"/> Planning Commission			<input type="checkbox"/> Greater Leesburg CRA		
<input type="checkbox"/> Carver Heights & Vicinity CRA			<input type="checkbox"/> General Employees Retirement Board of Trustees		
<input type="checkbox"/> Fire Department Pension Board of Trustees			<input type="checkbox"/> Police Department Pension Board of Trustees		
<input type="checkbox"/> Other (Specify):					
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.					
 Signature of Applicant			Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630		

34748
"



AGENDA MEMORANDUM

Item No: 5A.

Meeting Date: September 14, 2015

From: William Spinelli, CPA, Finance Director

Subject: Ordinance amending the Firemen's retirement plan, by amending paragraph (5) of subsection (5), benefit on termination of service.

Staff Recommendation:

Staff recommends approval of the Ordinance.

Analysis:

On June 10, 2015 the fire pension board approved the termination on interest on their member contributions if they terminate employment prior to vesting and receive a refund of their own contributions. This only impact members hired after August 1, 2015, we have determined that its adoption will have no impact on the October 1, 2014 actuarial valuation report.

Options:

1. Approve Ordinance
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There will be savings in the future years for the City.

Submission Date and Time: 9/14/2015 10:59 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG MUNICIPAL FIREMEN'S RETIREMENT PLAN, BY AMENDING SECTION 1.3, PARTICIPANT'S CONTRIBUTION ACCOUNT; AND BY AMENDING PARAGRAPH (5) OF SUBSECTION 2.5(A), BENEFIT ON TERMINATION OF SERVICE AND ON DEATH AFTER TERMINATION OF SERVICE; PROVIDING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Leesburg has the power by virtue of Section 3.5 of Retirement Plan to amend the City of Leesburg Municipal Firemen's Retirement Plan; and

WHEREAS, the Retirement Committee of the City of Leesburg Municipal Firemen's Retirement Plan, in consultation with the Retirement Committee's actuarial consultant has recommended the amendment of the Plan as set forth in the attached Amendment Eight; and

WHEREAS, the Leesburg City Commission has considered the changes set forth in the attached Amendment Eight, and desires to hereby adopt and establish same in force and effect in the City of Leesburg, Florida;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

The City of Leesburg Municipal Firemen's Retirement Plan as amended and restated, effective April 1, 2000, as further amended, is hereby amended as set forth in the attached Amendment

Eight which is attached to this Ordinance and by reference incorporated herein and made a part hereof, and said Amendment Eight is hereby approved and adopted.

SECTION II.

The provisions of said Amendment Eight to the City of Leesburg Municipal Firemen's Retirement Plan, shall be applied effective August 1, 2015.

SECTION III.

The Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute said Amendment Eight attached to this Ordinance for and on behalf of the City of Leesburg.

SECTION IV.

The provisions of this Ordinance are severable and if any section, sentence, clause, or phrase hereof is for any reason held to be unconstitutional, invalid or ineffective, such holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission's intent that it would have passed the valid portions of this Ordinance without the inclusion therein of any invalid portion or portions.

SECTION V.

All ordinances or parts of ordinances which are in conflict with this Ordinance are hereby repealed.

SECTION VI.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED ON THE FIRST READING at the regular meeting of the City Commission of the City of Leesburg, Florida held on this ____ day of _____, 2015.

PASSED ON THE SECOND READING AND ADOPTED at the regular meeting of the
City Commission of the City of Leesburg, Florida held on this ____ day of _____,
2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mayor

Attest: _____
City Clerk



June 15, 2015

Via Mail & Email

Sonja Vicchiollo, Fund Administrator
City of Leesburg
Municipal Firemen's Retirement Plan
P.O. Box 493258
Leesburg, FL 34789

Re: City of Leesburg Firemen's Retirement Plan

Dear Sonja:

In response to the Board's direction at the June 10, 2015 Meeting, we have analyzed the impact of amending the Plan such that Members who are hired after August 1, 2015 will no longer receive interest on their Member Contributions if they terminate employment prior to vesting and receive a refund of their own contributions. Because this only impacts Members hired after August 1, 2015, we have determined that its adoption will have no impact on the October 1, 2014 actuarial valuation report.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

Please note that if this provision applied to all of the current Membership, then the impact would be a reduction in the Normal Cost of the Plan of approximately \$600 per year, or about 0.02% of payroll.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

PTD/lke

email copy: James Loper

AMENDMENT EIGHT

CITY OF LEESBURG MUNICIPAL FIREMEN'S RETIREMENT PLAN

The City of Leesburg Municipal Firemen's Retirement Plan, amended and restated effective April 1, 2000, as further amended, is hereby amended effective August 1, 2015 as follows:

1. By amending **Section 1.3- PARTICIPANT'S CONTRIBUTION ACCOUNT** to read as follows:

"1.3 - PARTICIPANT'S CONTRIBUTION ACCOUNT

Each Participant will contribute toward the cost of the Plan an amount equal to 5% of the Participant's Basic Compensation. Effective April 1, 1994, each Participant will contribute towards the cost of the Plan an amount equal to 6.5% of the Participant's Basic Compensation.

Each Participant shall continue to contribute to the Plan until the applicable following date:

- (a) the date the Participant retires under the early, normal or late retirement provisions of the Plan;
- (b) the date of death of the Participant;
- (c) the date of disability of the Participant; or
- (d) the date of Termination of Service.

Throughout the Plan, where reference is made to a Participant's contributions, such contributions shall include the contributions credited to his account which he has made under the Superseded Plan, the Prior Plan and the Plan unless otherwise specifically indicated.

For Participants whose Credited Service begins prior to August 1, 2015, the Participant's contributions made on or after October 1, 1978 shall be credited with interest at the rate of 5%, compounded annually, from the October 1st next following the date on which such

contributions were made to the first of the month in which the date of his Termination of Service occurs. For Participants whose Credited Service begins on or after August 1, 2015, the Participant's contributions shall not be credited with any interest.

If a terminated Participant who is vested whose Credited Service begins prior to August 1, 2015 elects to withdraw his contributions prior to the Participant's Normal Retirement Date, the Participant will be entitled only to a return of the Participant Contribution Account, in lieu of all other benefits payable under the Plan. If a terminated Participant who is vested whose Credited Service begins on or after August 1, 2015 elects to withdraw his contributions prior to the Participant's Normal Retirement Date, the Participant will be entitled only to a return of the Participant's contributions without interest, in lieu of all other benefits payable under the Plan. Contributions cannot be withdrawn while a Participant remains in the Service of the City or after the payment of benefits under the Plan has commenced.

Effective October 1, 1991 or at such date determined in the future, whichever is applicable, the contributions made by all Participants shall be designated as City contributions pursuant to Section 414(h) of the Internal Revenue Code of 1986 and amendments thereto. The "pick up" by the City of a Participant's contribution which meets the requirements of Section 414 (h) shall be considered Employee contributions for the purposes of Section 175.152. For all other purposes of the Plan, such "pick up" contributions shall be considered Employee contributions. Also, such "pick up" contributions shall not be used to reduce the City's obligation to maintain the Plan on a sound actuarial basis, as specified in the actuary's valuation reports for the applicable periods of time."

2. By amending paragraph (5) of Subsection (A), "Benefit on Termination of Service and on Death after Termination of Service", of **Section 2.5, " BENEFIT OTHER THAN ON RETIREMENT"**, to read as follows:

“(5) Except as provided in Section 2.2 with respect to normal retirement, Section 2.3 with respect to early retirement, Section 2.4 with respect to disability retirement and Section 2.5 (B) with respect to death, the Participant whose Service is terminated prior to the date as to which he has completed 10 years of credited service shall: (1) for Participants whose Credited Service begins prior to August 1, 2015, be entitled only to the return of his contributions with interest at 5% compounded annually to the first day of the month in which the date of Termination of Service occurs; and (2) for Participants whose Credited Service begins on or after August 1, 2015, be entitled only to the return of his contributions without interest.”

Except as herein amended, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF LEESBURG, as Employer, has caused these presents to be executed by its duly authorized officers on this ____ day of _____, 2015, effective August 1, 2015.

ATTEST:

CITY OF LEESBURG,
as Employer

City Clerk

BY: _____
Mayor

(CITY SEAL)



AGENDA MEMORANDUM

Item No: 5B.

Meeting Date: September 14, 2015

From: Robert W. Hicks, Chief of Police

Subject: Ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund.

Staff Recommendation:

Staff recommends approval of the ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund amending Chapter 17, Sections 1, 2, 3, 4, 5, and 6.

Analysis:

An ordinance of the City of Leesburg amends Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 6, Benefit Amounts and Eligibility; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing an effective date.

Options:

1. Approve the ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No Fiscal Impact

Submission Date and Time: 9/14/2015 10:59 AM

Department: <u>Police</u> Prepared by: <u>Lisa Carter</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF LEESBURG, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsection 2., Normal Retirement Benefit, to read as follows:

* * * * *

2. Normal Retirement Benefit.

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service prior to May 27, 2003, two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, ~~and~~ two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, and three percent (3.0%) of Average Final Compensation for each year of Credited Service thereafter.

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall be effective upon adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION
OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____,
2015.

Mayor-Commissioner

ATTEST:

City Clerk



September 2, 2015

VIA EMAIL AND MAIL

Ms. Barbara Cooper
Post Office Box 296
Danville, Indiana 46122

Re: City of Leesburg Municipal Police Officers' Pension Trust Fund
Actuarial Impact Statement

Dear Barb:

Enclosed is the following material, which has been prepared in support of the proposed benefit changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Program Services and the Bureau of Police Officers Retirement Trust Funds.

It will be necessary for the chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statements, along with a copy of the proposed Ordinance, to the two Bureaus, prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Patrick T. Donlan

PTD/lke

Enclosures

Ms. Sarah Carr
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

Re: Actuarial Impact Statement

Dear Ms. Carr:

The City of Leesburg is considering amended retirement benefits for its Police Officers. The amendments are described in the enclosed material.

Pursuant to the provisions of Chapter 185, we are enclosing the required Actuarial Impact Statement and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Division of Retirement
Bureau of Local Retirement Systems
P. O. Box 9000
Tallahassee, FL 32315-9000

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Leesburg is considering amended retirement benefits for its Police Officers. The amendments are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF LEESBURG
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

ACTUARIAL IMPACT STATEMENT
September 2, 2015

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from implementation of the following change:

Increase the benefit accrual rate for normal retirement for service on and after October 1, 2015 from 2.5% to 3.0%. Therefore, the benefit accrual rate will be 3.00% times Credited Service earned prior to May 27, 2003 plus 2.00% times Credited Service earned between May 27, 2003 and September 30, 2009 plus 2.50% times Credited Service earned between October 1, 2009 and September 30, 2015 plus 3.00% times Credited Service earned on and after October 1, 2015.

The cost impact, determined as of October 1, 2014, as applicable to the fiscal year ending September 30, 2016, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution % of Total Annual Payroll	17.26%	19.79%
Member Contributions (Est.) % of Total Annual Payroll	7.65%	7.65%
City and State Required Contribution % of Total Annual Payroll	9.61%	12.14%
State Contribution (est.) * % of Total Annual Payroll	168,105 4.94%	168,105 4.94%
Balance from City % of Total Annual Payroll	4.67%	7.20%

* Represents amount received in fiscal 2015.

CITY OF LEESBURG
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

ACTUARIAL IMPACT STATEMENT
September 2, 2015
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



Patrick T. Donlan, EA, ASA, MAAA
Enrolled Actuary #14-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2014</u>	Old Benefits <u>10/1/2014</u>
A. Participant Data		
Number Included		
Actives	65	65
Service Retirees	29	29
Beneficiaries	0	0
Terminated Vested	10	10
Disability Retirees	1	1
DROP Retirees	1	1
	<hr/>	<hr/>
Total	106	106
Total Annual Payroll	\$3,403,703	\$3,403,703
Payroll Under Assumed Ret. Age	3,403,703	3,403,703
Annual Rate of Payments to:		
Service Retirees	771,474	771,474
Beneficiaries	0	0
Terminated Vested	18,286	18,286
Disability Retirees	17,305	17,305
DROP Retirees	50,491	50,491
B. Assets		
Actuarial Value ¹	16,705,631	16,705,631
Market Value ¹	17,781,102	17,781,102
C. Liabilities		
Present Value of Benefits		
Active Members		
Retirement Benefits	11,166,106	10,384,058
Disability Benefits	572,908	572,908
Death Benefits	200,265	186,920
Vested Benefits	710,880	661,225
Refund of Contributions	166,537	166,537
Service Retirees	7,751,346	7,751,346
Beneficiaries	0	0
Terminated Vested	242,246	242,246
Disability Retirees	222,668	222,668
DROP Retirees ¹	690,627	690,627
Excess State Monies Reserve	0	0
	<hr/>	<hr/>
Total	21,723,583	20,878,535

	New Benefits <u>10/1/2014</u>	Old Benefits <u>10/1/2014</u>
C. Liabilities - (Continued)		
Present Value of Future Salaries	27,557,626	27,557,626
Present Value of Future Member Contributions	2,108,158	2,108,158
Normal Cost (FIL Method)	477,601	421,590
Present Value of Future Normal Costs (Entry Age)	4,405,399	3,951,914
Actuarial Accrued Liability	17,856,748	17,465,185
Unfunded Actuarial Accrued Liability (UAAL)	1,151,117	759,554

D. Actuarial Present Value of Accrued Benefits

Vested Accrued Benefits		
Inactives ¹	8,906,887	8,906,887
Actives	2,823,634	2,823,634
Member Contributions	<u>2,164,059</u>	<u>2,164,059</u>
Total	13,894,580	13,894,580
Non-vested Accrued Benefits	<u>571,931</u>	<u>571,931</u>
Total Present Value Accrued Benefits	14,466,511	14,466,511
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total:	0	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2014 <u>9/30/2016</u>	Old Benefits 10/1/2014 <u>9/30/2016</u>
E. Pension Cost		
Normal Cost (with interest) % of Total Annual Payroll ²	14.58	12.87
Administrative Expenses (with interest) % of Total Annual Payroll ²	1.13	1.13
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 28 years (as of 10/1/2014) % of Total Annual Payroll ²	4.08	3.26
Total Required Contribution % of Total Annual Payroll ²	19.79	17.26
Expected Member Contributions % of Total Annual Payroll ²	7.65	7.65
Expected City & State Contribution % of Total Annual Payroll ²	12.14	9.61

¹ The asset values and liabilities for DROP Members include accumulated DROP Balances as of 10/1/2014.

² Contributions developed as of 10/1/2014 are expressed as a percentage of total annual payroll at 10/1/2014 of \$3,403,703.

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection – Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years.)
<u>Interest Rate</u>	7.75% per year, compounded annually, net of investment related expenses.
<u>Retirement Age</u>	100% at first eligibility for Normal Retirement. Also, any Member who has reached Normal Retirement eligibility is assumed to continue employment for one additional year.
<u>Early Retirement</u>	Commencing at eligibility for Early Retirement Members are assumed to retire with an immediate benefit at the rate of 2% per year.
<u>Disability Rate</u>	See table below (1207). It is assumed that 75% of disablements and active member deaths are service related.
<u>Termination Rate</u>	See table below (1302).
<u>Salary Increases</u>	5.2% per year until the assumed retirement age; see table below. Projected salary at retirement is increased individually to account for non-regular compensation.
<u>Cost-of-Living Adjustment</u>	None.
<u>Administrative Expenses</u>	\$37,072 added to Normal Cost (average of non-investment expenses for the past 2 years).
<u>Payroll Growth Assumption</u>	1.6% annually for amortizing UAAL (prior 2.9%)
<u>Funding Method</u>	Frozen Entry Age Actuarial Cost Method.
<u>Asset Valuation</u>	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	9.0%	.07%	21.9%
30	7.5	.11	36.3
40	3.9	.19	60.2
50	1.2	.51	100.0

SUMMARY OF PLAN PROVISIONS
(Through Ordinance No. 14-05)

<u>Eligibility</u>	Full-time sworn police officers.
<u>Salary</u>	Reportable W-2 compensation, less Christmas bonuses, but including lump sum payment of accrued sick leave, accrued annual leave, or accrued compensatory leave, plus all tax deferred (IRC Section 414(h)(2) and IRC Section 457 contributions) and tax exempt (IRC Section 125) items of income. Effective January 22, 2013, Salary shall not include more than 300 hours of overtime per year. Additionally, Salary will include the lesser of the amount of unused sick and annual leave time accrued as of January 22, 2013, or the actual amount of sick and vacation leave time for which the retiree receives payment at the time of retirement.
<u>Average Final Compensation</u>	Average of Salary paid during the 5 best years of the last 10 years of Credited Service. (The best 4 years for any Member eligible for Normal Retirement as of January 27, 2014.)
<u>Credited Service</u>	Years and fractional parts of years of service with the City as a Police Officer.
<u>Normal Retirement</u>	
Date	Earlier of 1.) Age 52 (Age 50 for Members eligible for Normal Retirement as of October 1, 2015 under the prior provisions) and the completion of 25 Years of Credited Service, or 2.) Age 55 and the completion of 10 years of Credited Service.
Benefit	3.00% of Average Final Compensation times Credited Service prior to May 27, 2003, and 2.00% for each year between May 27, 2003 and September 30, 2009 and 2.5% for each year of Credited Service thereafter.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 (Age 45 for Members who will be eligible for Early Retirement as of October 1, 2015 under the prior provisions) and completion of 10 years of Credited Service.
Benefit	Accrued benefit, reduced 3.0% per year.

Disability Benefit

Eligibility	Total and permanent; Medical proof required. 10 years of Credited Service required for non-service incurred disability benefit.
Exclusions	Disability resulting from the use of drugs, illegal participation in riots, service in military, etc.
Benefit	
Service Connected	Greater of accrued benefit or 50% of Average Final Compensation.
Non-Service Connected	Greater of accrued benefit or 25% of Average Final Compensation.

Pre-Retirement Death Benefit

Service Connected	Beneficiary receives a monthly benefit which can be provided by the greater of: 1.) present value of Member's accrued benefit, or 2.) lesser of 24 times the Member's Average Final Compensation, or 100 times the Member's anticipated normal retirement benefit.
Non-Service Connected	If less than 10 years of service, beneficiary receives a refund of Member contributions; otherwise, same as service connected benefits.

Death After Retirement

Benefit payable in accordance with optional form of pension selected at time of retirement.

Vesting (Termination of Employment)

Less than 10 years	Refund of Member Contributions.
10 years or more	Accrued pension payable on a reduced basis at Normal (unreduced) or Early (reduced) Retirement Date.

Member Contributions

7.65% of Salary.

City Contributions

Amount required after State premium tax refunds in order to pay current costs and amortize unfunded past service cost, as provided in Part VII, Chapter 112, Florida Statutes.

Board of Trustees

- a.) Two City residents appointed by the City Commission,
- b.) Two Police Officers elected by a majority of Police Officers and
- c.) A fifth Member elected by the Board and appointed (as a ministerial duty) by the City Commission.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

Not to exceed 60 months.

Rate of Return

Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs) credited each fiscal quarter.

Form of Distribution

Cash lump sum (options available) at termination of employment.



AGENDA MEMORANDUM

Item No: 5C.

Meeting Date: September 14, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Annexation of 9.25 +/- acres, north of CR 470 and west of Debbie Road – (Logan Sitework)

Staff Recommendation

The Planning and Zoning staff recommend approval of the proposed annexation of 9.25 +/- acres for Logan Sitework.

Analysis

The applicant has submitted a request for annexation of approximately 9.25 acres of land generally located on the north side of CR470 and west of Debbie Road as shown on the attached General Location Map. Currently the property has one manufactured home on the northeast corner. This unit will be removed prior to development of the property. The current zoning is Lake County A (Agricultural), and the proposed zoning is City (SPUD Small Planned Unit Development). The proposed use is to build three (3) 5000 square foot office/warehouse buildings on the south side of the property fronting CR470, with a repair garage and storage yard on the north side.

The surrounding zoning of adjacent properties is County A (Agricultural to the north and west, City PUD (Planned Unit Development) to the south and west, and County R6 (Urban Residential) to the east. The proposed zoning district for the property is City SPUD (Small Planned Unit Development) and the proposed Future Land Use designation is City Industrial & Technology Commerce Park. Annexation of this property will encourage similar uses as the area along CR 470 develops. City of Leesburg utility services are located in the area.

Also on the September 14th and September 28th City Commission agendas will be the Large Scale Comprehensive Plan Amendment and a rezoning application for this property, with recommendations for approval from the Planning and Zoning Staff and Planning Commission.

Options

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property.
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact

A small positive fiscal impact will result from the annexation of this property due to increased tax revenues added to the General Fund.

Submission Date and Time: 9/14/2015 10:59 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u>mwr</u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 9.25 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF CR 470 AND WEST OF DEBBIE ROAD, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (Logan Sitework).

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of M. Brooks Logan, for the property hereinafter described, which lies within Lake County, Florida, that the property hereinafter described be annexed to the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situate in Lake County, Florida, is more particularly described as:

Legal Description
(See EXHIBIT A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3.

Section 3.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG

By: _____
Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A

Logan Sitework – Legal Description

INSTRUMENT# 2014077721 OR BOOK 4503/PAGE 501 PAGE 2 of 3

PARENT PARCEL (O.R. 1880, pg. 2221)

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

INSTRUMENT# 2014077721 OR BOOK 4503/PAGE 502 PAGE 3 of 3

PARCEL 1

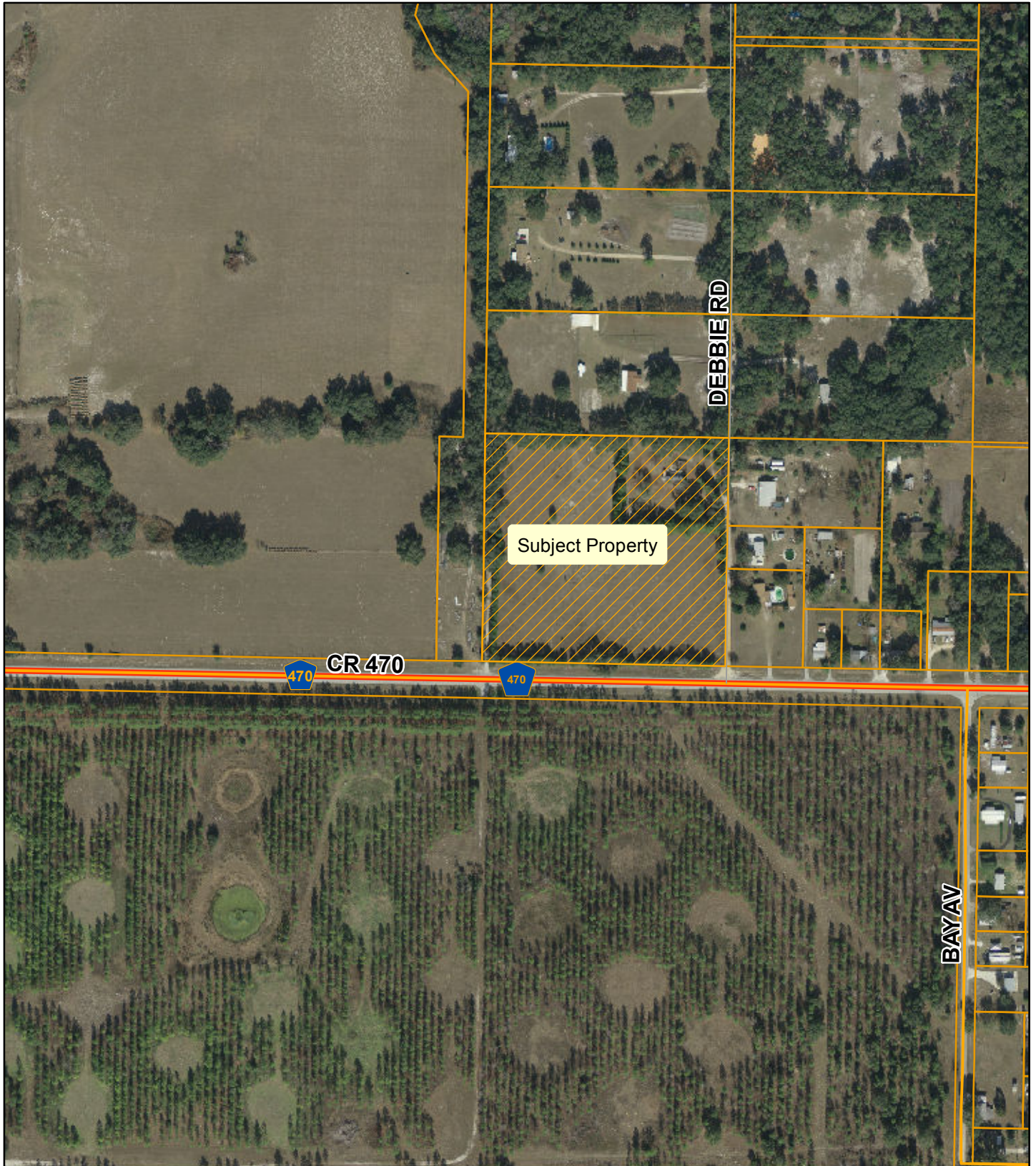
The West one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

PARCEL 2

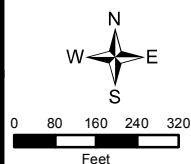
The East one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

Lake County Alternate Key #: 1296072

Aerial

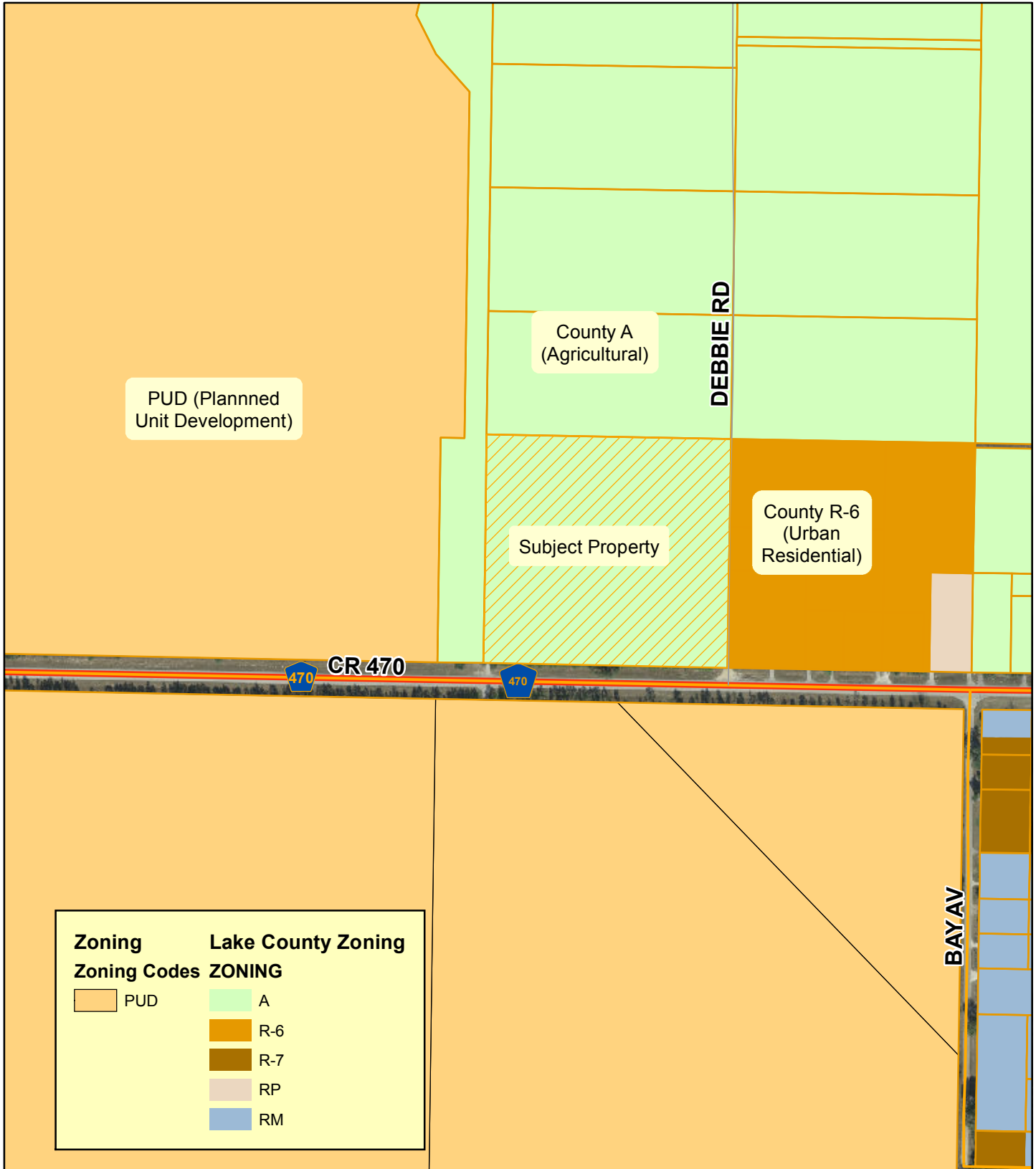


**Planning
& Zoning
Division**

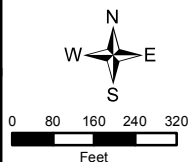


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Zoning



**Planning
& Zoning
Division**

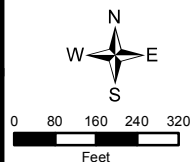


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Future Land Use



Planning
& Zoning
Division

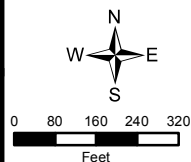


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Surrounding Land Uses

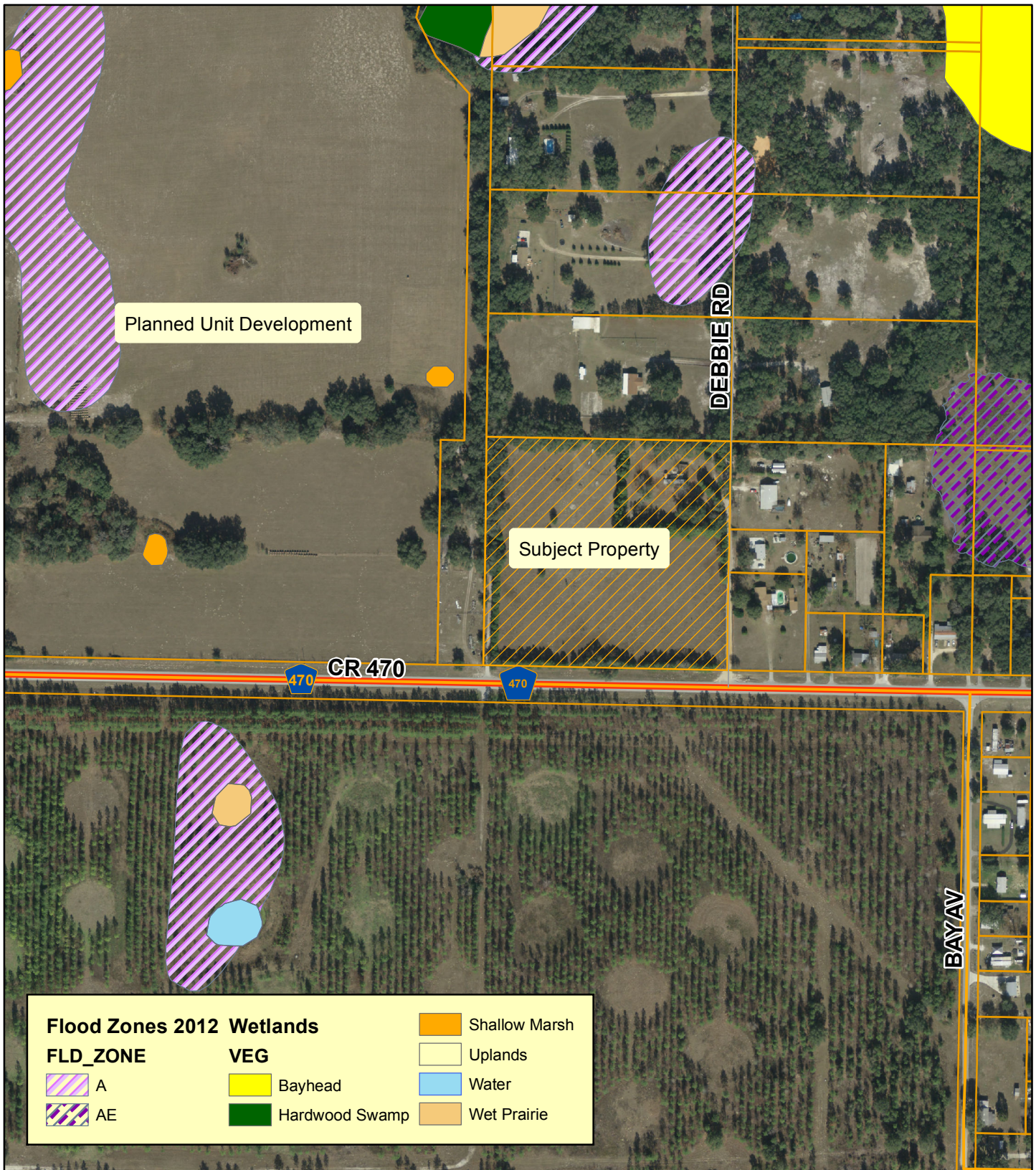


**Planning
& Zoning
Division**

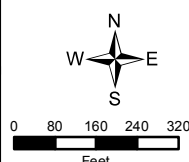


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Wetland & Flood Zones



**Planning
& Zoning
Division**



AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24



View of subject property seen from CR470



View along CR470 looking east



View along CR470 looking west



View of zoning sign posted on CR470



AGENDA MEMORANDUM

Item No: 5D.

Meeting Date: September 14, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Small Scale Comp Plan Amendment for 9.25 +/- acres, north of CR470 and west of Debbie Road, from Lake County Urban Low Density to City Industrial and Technology Commerce Park (Logan Sitework)

Staff Recommendation

The Planning and Zoning Staff and Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment to the City's adopted Growth Management Plan from Lake County Urban Low Density to City Industrial and Technology Commerce Park.

Analysis

The project site is approximately 9.25 acres. The property is generally located on the north side of CR 470, west of Debbie Road. The project site is ten (10) or less acres and is therefore considered a small-scale comprehensive land use plan amendment. The City will notify the Florida Department of Economic Opportunity (FDEO) of the plan amendment and the Department will review the project site area to confirm that it is ten (10) acres or less. At that time, the Department will determine that it is a local issue and not subject to Department review.

Currently, the property contains one manufactured home on the northeast side of the property, which will be removed prior to development. The surrounding Future Land Use Map designations are Lake County Urban Low Density to the north and east, with City Industrial and Technology Commerce Park to the west and south. The proposed zoning of SPUD (Small Planned Unit Development) is compatible with the proposed future land use designation, and will provide for development that is consistent with the City's adopted Growth Management Plan. The proposed use is to build three (3) 5000 square foot office/warehouse buildings on the south side of the property fronting CR 470, with a repair garage and storage yard on the north side.

The Planning Commission held a public hearing on the application on August 20, 2015 and by a vote of 6 to 1, recommended approval.

Options

1. Approve the requested small scale comprehensive plan amendment from Lake County Urban Low Density to City Industrial and Technology Commerce Park.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact

No fiscal impact is anticipated as a result of this action.

Submission Date and Time: 9/14/2015 10:59 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> MWR Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 9.25 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF CR 470 AND WEST OF DEBBIE ROAD, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY INDUSTRIAL AND TECHNOLOGY COMMERCE PARK; AND PROVIDING AN EFFECTIVE DATE. (Logan Sitework)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA,
that:

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner:

The Future Land Use Map is amended by changing the designation of an approximate 9.25 acre parcel of land generally located on the north side of CR 470 and west of Debbie Road from Lake County Urban Low Density to City Industrial and Technology Commerce Park, as shown on Attachment 1, the revised map of said area., lying in Section 16, Township 20 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

Section 2.

All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG

By:

Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A

INSTRUMENT# 2014077721 OR BOOK 4503/PAGE 501 PAGE 2 of 3

PARENT PARCEL (O.R. 1880, pg. 2221)

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

INSTRUMENT# 2014077721 OR BOOK 4503/PAGE 502 PAGE 3 of 3

PARCEL 1

The West one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

PARCEL 2

The East one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

Lake County Alternate Key #: 1296072

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 19, 2015
OWNER: Shirley A. Works
PETITIONER: Shirley A. Works
PROJECT: Logan Sitework
REQUEST: Small Scale Comprehensive Plan
CASE NO.: SSCP-15-79

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/19/15

FIRE

“Nothing from Fire.” – David Johnson – 08/06/15

ELECTRIC

“This project is not in the Electric Department’s service area.” – Steve Davis – 08/06/15.

WATER DISTRIBUTION

No comments received as of 08/19/15

WATER BACKFLOW

“Water Backflow approved.” – Helga Bundy – 08/07/15.

STORMWATER

“Stormwater has no issues.” – Robert Beard – 08/10/15

WASTEWATER

“Wastewater connection will require pumping to an existing FM on the south side of CR 470. All construction and cost associated will be the owner’s responsibility.” – Robert Beard – 08/10/15

GAS

Approved by the City of Leesburg Gas Dept – per Kim Keenan – Gas Distribution Coordinator, 08/05/15

GIS

No comments received as of 08/19/15

BUILDING

No comments received as of 08/19/15

ENGINEERING/PUBLIC WORKS/SURVEY

No comments received as of 08/19/15

ADDRESSING

No comments received as of 08/19/15

ECONOMIC DEVELOPMENT

No comments received as of 08/19/15

PUBLIC RESPONSES

Approval

No comments received as of 08/19/15

Disapproval

Michael R. Gouine – 27633 Debbie Road, Okahumpka, FL 34762 – 352-326-8522/352-638-4303 – mgouine@headwaters.com

“I very strongly disapproved on any rezoning. This is residential/agriculture land on Debbie Road. Can’t we keep a little green in the area? We don’t want another Rogers Industrial Park in our area.”

Theresa L. Gouine – 27633 Debbie Road, Okahumpka, FL 34762 – 352-326-8572

“I strongly disapprove of rezoning. Want to keep Debbie Road residential/agricultural.”

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 14, 2015
OWNER: Shirley A. Works
PETITIONER: Shirley A. Works
PROJECT: Logan Sitework
REQUEST: Small Scale Comprehensive Plan
CASE NO.: SSCP-15-79

GENERAL LOCATION: The property is generally located north of CR470 and West of Debbie Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North -	Lake County Urban Low Density
South -	City Industrial Tech Commerce Park
East -	Lake County Urban Low Density
West -	City Industrial Tech Commerce Park

PROPOSED FUTURE LAND USE DESIGNATION: Industrial & Technology Commerce Park

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North -	County R-6 Urban Residential
South -	City Planned Unit Development
East -	County R-6 (Urban Residential)
West -	County A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Mobile Home and undeveloped acreage

SURROUNDING LAND USE:

North -	Single Family Residential
South -	Undeveloped
East -	Single Family Residential
West -	Undeveloped

PROPOSED LAND USE: Office/warehouse on CR470 frontage with garage, material storage and retention on back side of property



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 20, 2015
OWNER: Shirley A. Works
PETITIONER: Shirley A. Works
PROJECT: Logan Sitework
REQUEST: Small Scale Comprehensive Agreement
CASE NO.: SSSP 15-79

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

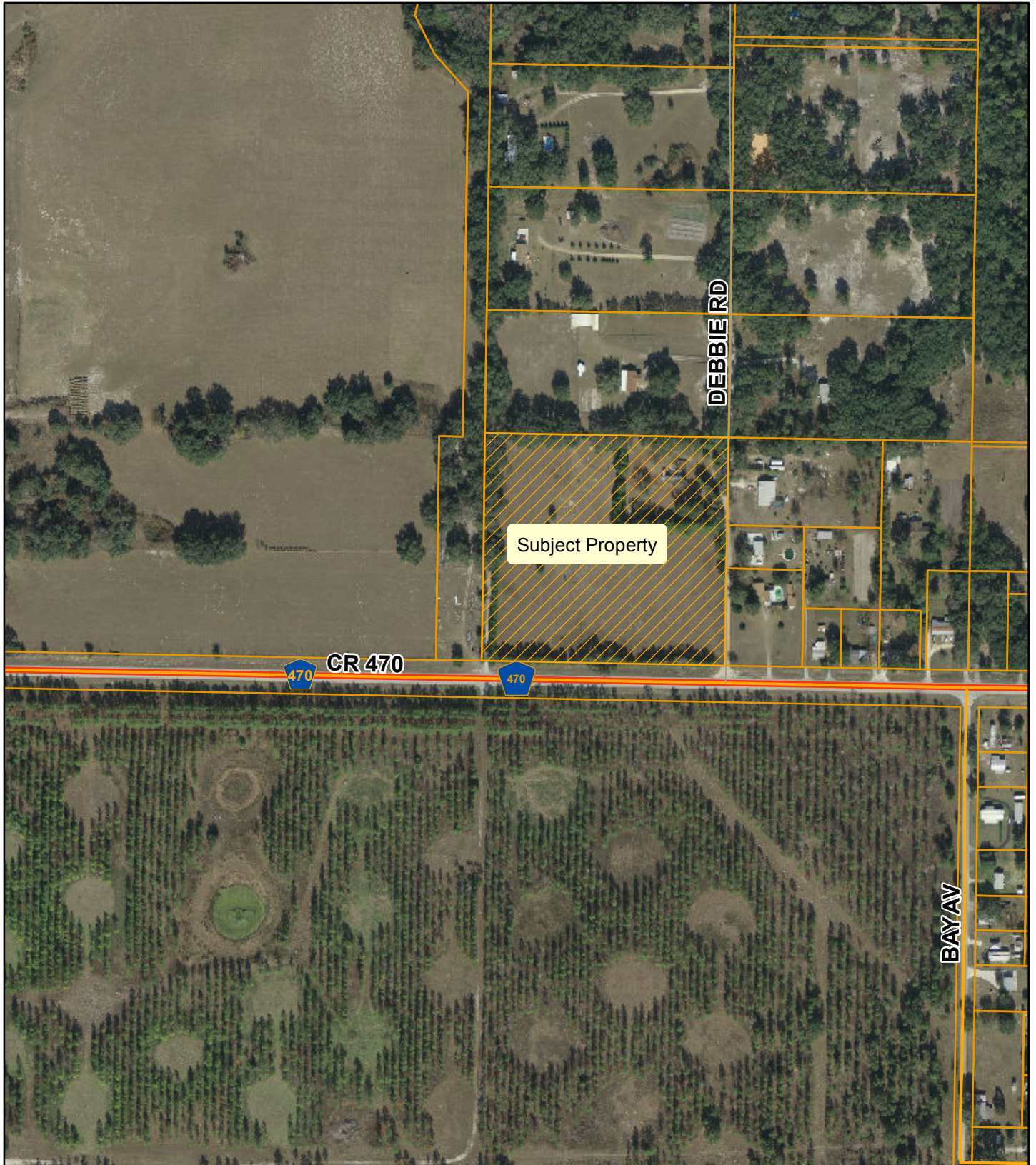
for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of City Industrial and Technology Park is compatible with the adjacent properties having the same designation to the south and west, as well as with properties to the north and east with a Lake County Future Land Use Designation of County Urban Low Density. As conditioned, this use does not appear to present a detriment to the surrounding properties.
3. The proposed Future Land Use Designation of City Industrial and Technology Park is compatible with the current surrounding zoning districts of PUD (Planned Unit Development) to the south and west, and as conditioned is compatible with adjacent properties to the north zoned County A (Agriculture) and to the east with property zoned County R-6 (Urban Residential). As conditioned, this request does not appear to create a detriment to the surrounding properties.
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

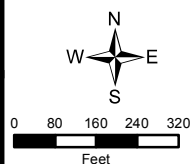
Action Requested:

1. Vote to approve the Small Scale Comprehensive Plan designation from Lake County Urban Low Density to City Industrial and Technology Park and forward the recommendation to the City Commission for consideration.

Aerial

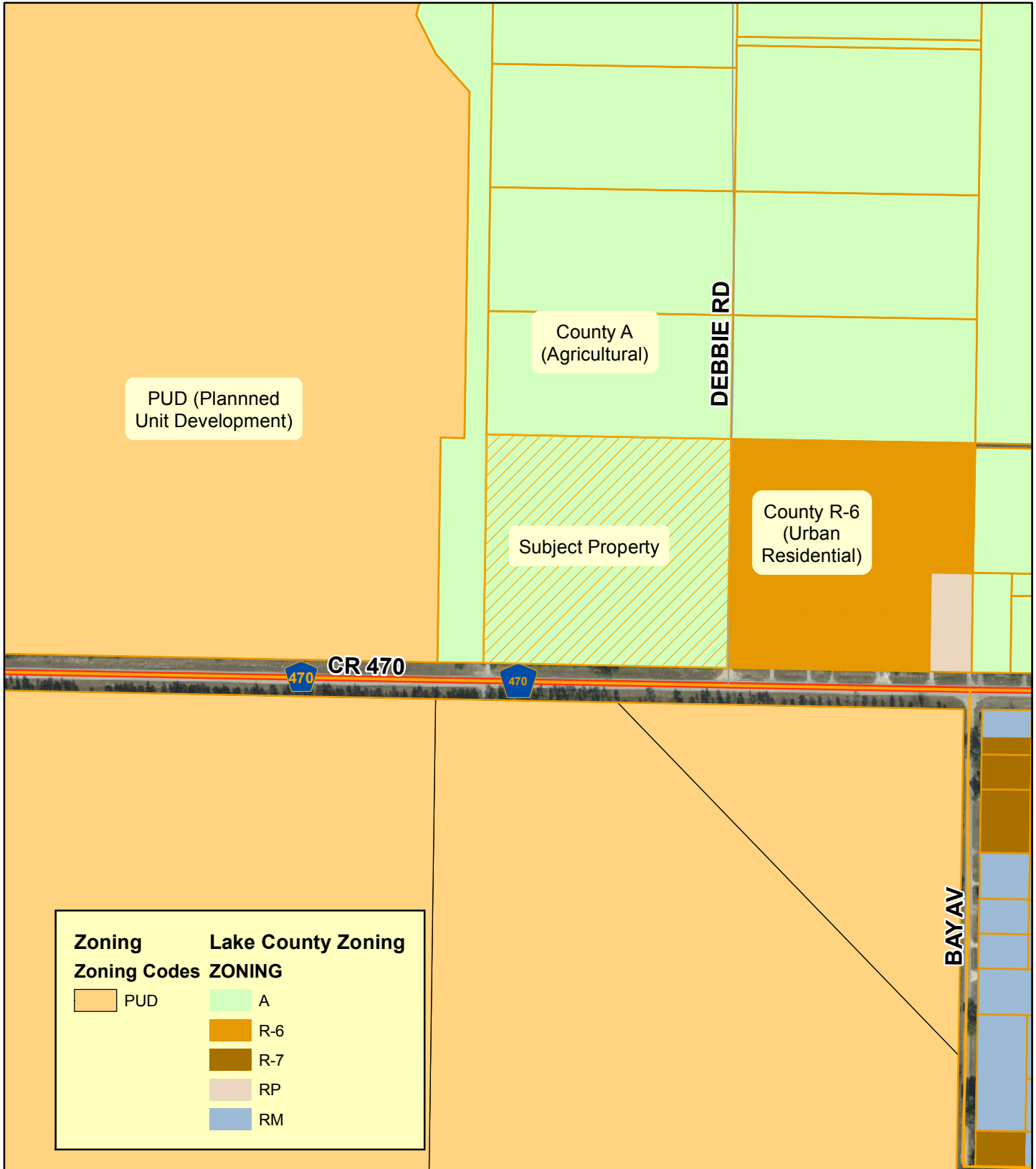


**Planning
& Zoning
Division**

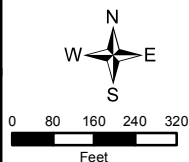


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Zoning



**Planning
& Zoning
Division**

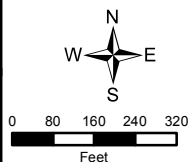


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Future Land Use



**Planning
& Zoning
Division**

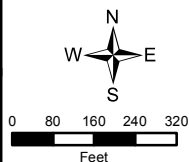


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Surrounding Land Uses

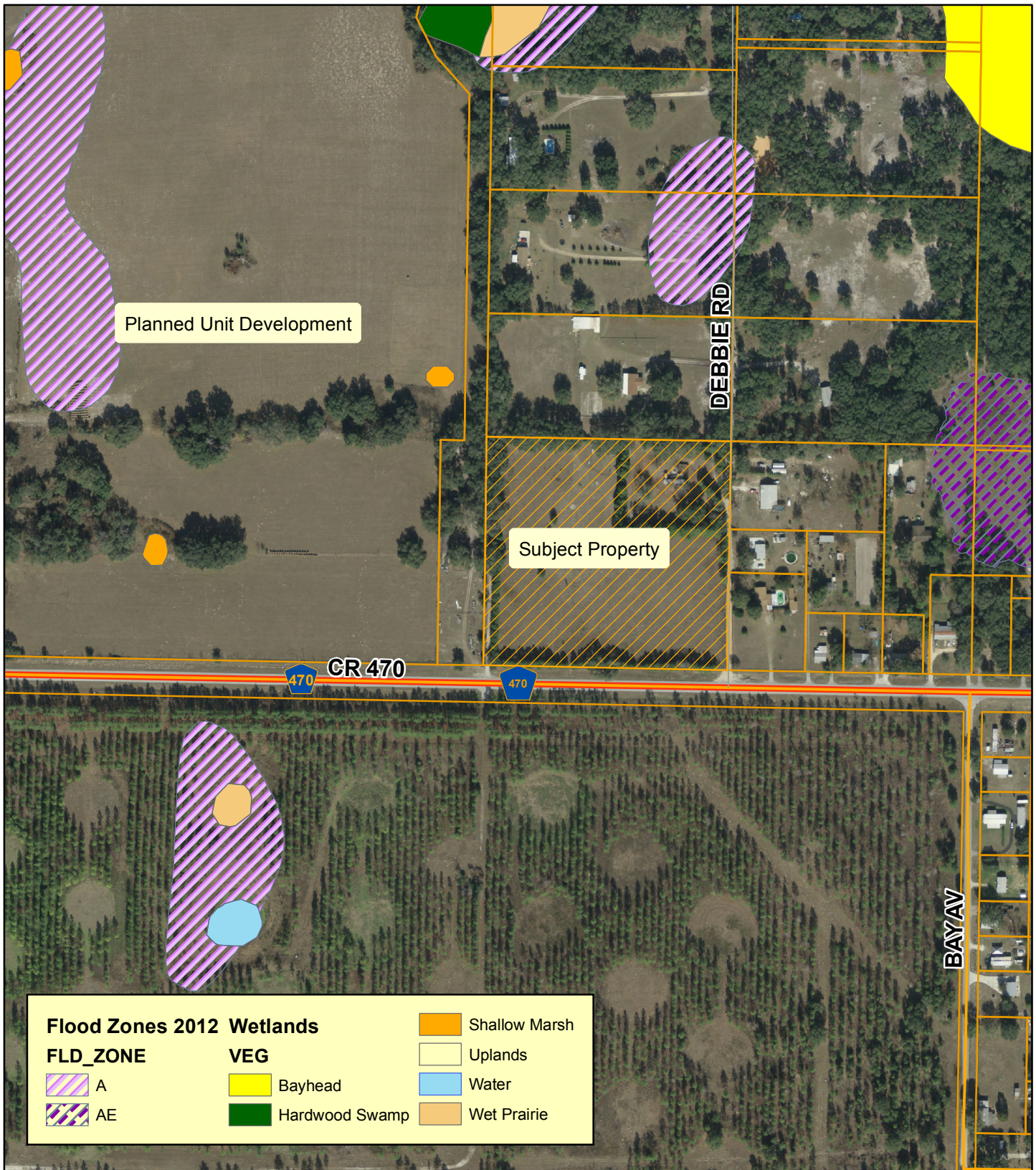


**Planning
& Zoning
Division**

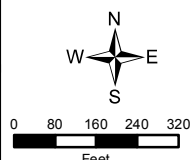


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Wetland & Flood Zones



**Planning
& Zoning
Division**



AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24



View of subject property seen from CR470



View along CR470 looking east



View along CR470 looking west



View of zoning sign posted on CR470



AGENDA MEMORANDUM

Item No: 5E.

Meeting Date: September 14, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Ordinance rezoning 9.25 +/- acres from Lake County A (Agricultural) to City SPUD (Small Planned Unit Development) for property generally located north of CR 470 and west of Debbie Road (Logan Sitework)

Staff Recommendation

Planning and Zoning Staff and Planning Commission recommend approval of the proposed rezoning of this 9.25 +/- acre site from Lake County A (Agricultural) to City SPUD (Small Planned Unit Development).

Analysis

The project site is approximately 9.25 +/- acres. The property is generally located on the north side of CR 470, just west of Debbie Road, as shown on the attached General Location Map. The present zoning for this property is Lake County A (Agricultural). Currently the property is undeveloped with the exception of a single manufactured home. This unit will be moved prior to development. The proposed use is to build three (3) 5000 square foot office/warehouse buildings on the south side of the property fronting CR 470, with a repair garage and storage yard on the north side.

The surrounding zoning designations are Lake County A (Agricultural) to the north and west, County R-6 (Urban Residential) to the east, and City PUD (Planned Unit Development) to the west and south. The current future land use category is Lake County Urban Low Density. The surrounding Future Land Use Map designations are Lake County Urban Low Density to the north and east, and City Industrial and Technology Park to the west and south.

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the proposed future land use designation of City Industrial and Technology Commerce Park. Based on the conditions of the zoning, this request does not appear to create a detriment to the surrounding properties.

The existing land uses surrounding the property are single family residential to the north and east; and undeveloped to the west and south. City of Leesburg utilities are available nearby.

By a vote of 7 to 0 on August 20, 2015, the Planning Commission voted to recommend approval.

Options:

1. Approve the proposed rezoning from Lake County A (Agricultural) to City (Small Planned Unit Development), thereby allowing City of Leesburg zoning and development standards for this property.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is a small positive fiscal impact to the City through the further development of this property.

Submission Date and Time: 9/14/2015 11:00 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> MWR</u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 9.25 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF CR 470, WEST OF DEBBIE ROAD, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY A (AGRICULTURAL) TO CITY SPUD (SMALL PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Logan Sitework)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of M. Brooks Logan, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agricultural) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG

By: _____
Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Exhibit A
P&Z Case No. RZ 15-80



LOGAN SITEWORK
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS (RZ 15-80)
AUGUST 20, 2015

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg, Lake County, Florida to **Logan Sitework** "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application requesting an SPUD (Small Planned Unit Development) zoning district for commercial and industrial uses on an approximately 9.25 +/- acre site generally located north of CR470 and west of Debbie Road, within the City of Leesburg in accordance with their Planned Development application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. In any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. PERMISSION

Permission is hereby granted to **Logan Sitework**, to operate and maintain an SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION

The property is more particularly described below. See attached legal "Exhibit B"

3. LAND USES

The above-described property shall be developed for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards and requirements, and as noted below.

A. Uses

Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

1. The following uses shall considered "Permitted Uses"
 - i. Day care uses
 - ii. Diners (breakfast & lunch only)
 - iii. General office uses
 - iv. Material stockpiling
 - v. Office/Warehouse uses
 - vi. Retail shops
 - vii. Truck maintenance
 - viii. Other uses similar in overall intensity and traffic level may be permitted by the Planning & Zoning Manager, based on a written request and response.
2. The following uses shall considered "Prohibited Uses"
 - i. Bars, clubs and lounges
 - ii. Car wash
 - iii. Community services
 - iv. Educational facilities
 - v. Funeral Home/Mortuary/Crematory uses
 - vi. Firing range
 - vii. Gas station or convenience stores
 - viii. Hotel/motel uses
 - ix. Indoor entertainment/recreation including cinema/game rooms
 - x. Liquor/Package stores (alcohol)
 - xi. Music/Dance/Gymnasium/Martial Arts/Exercise studios and/or similar instruction and performance facilities
 - xii. Outdoor recreation
 - xiii. Passenger terminals
 - xiv. Places of worship
 - xv. Restaurants
 - xvi. Residential uses (apartments/condominium/assisted living)
 - xvii. Rehab centers (including drug and alcohol)
 - xviii. Social services
 - xix. Transient accommodations
 - xx. Truck stops
 - xxi. Waste related services
 - xxii. Any other similar uses which are not considered office, warehouse, stockpiling character or intensity which may adversely impact the adjoining properties due to traffic, noise, dust, etc.

3. The following uses shall be considered "Accessory Uses"
 - i. Outdoor storage for retail use
 - ii. Temporary modular construction office for use during construction.
 - iii. Accessory structures for outside storage

4. LOT DEVELOPMENT STANDARDS

A. Minimum Lot Development Standards

1. Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
2. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development) zoning.

B. Setbacks

1. Minimum distance between structures shall be 30 feet; measured from the nearest vertical wall of adjacent buildings.
2. Other setbacks shall be governed by the C-3 (Highway Commercial)

C. Impervious Surface Coverage

1. Impervious surface coverage shall not exceed 80 percent of the total property, and open space shall not be less than 20 percent of the total property area.

D. Accessory Structures

1. Accessory structures may take up no more than 25% of the required rear yard area.

E. Easements

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities

5. LANDSCAPING AND BUFFER REQUIREMENTS

A. General landscape and buffer requirements

1. A master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this PUD document and City of Leesburg landscape code requirements.
2. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:

- a. A twenty-five foot street-side landscape buffer shall be constructed on the southern boundary of the property along CR470 as required by the City of Leesburg Code of Ordinances.
- b. A seventy-five (75) foot natural landscape buffer shall be required along the north and eastern property lines. Said buffer may be planted in a manner to meet the requirements of the City of Leesburg Code of Ordinances, or may remain undeveloped. Vehicular parking and construction shall not be permitted within the buffer areas.
- c. A six (6) foot wall made of concrete, brick, stucco or other solid material; or a solid PVC fence, with a maximum height of eight (8) feet, shall be constructed along the northern and eastern property lines to serve as a visual buffer from the adjacent properties.

B. Streetside landscape and buffers

1. In accordance with an approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of street-side boundary area, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances. These plantings shall meet or exceed the requirements the following, shrubbery at a rate of 30" on center, a minimum of 18"-24" tall at planting, and two (2) canopy or three (3) ornamental/understory trees, per 100 linear feet. These plantings shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), Landscape plants materials list, City of Leesburg, Code of Ordinances. Ground cover, including mulch, pine bark, cedar, rock or synthetic mulch shall be used as groundcover for all required planted areas.
2. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances.
3. Existing vegetation which is to remain within the required buffer shall be protected during construction.

C. Building Landscaping

1. All new building construction shall comply with Section 25-329 Landscape Buffer Requirements, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter.

D. Parking Lot Landscaping

1. Parking aisles shall have landscape islands located at the end of each aisle.
2. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

E. Open Space

1. A minimum of twenty (20) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.

F. Variations to Landscape Requirements

1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

6. MAINTENANCE

A. Responsibility to Maintain

1. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

7. SITE ACCESS

A. Site Access

1. Access to the property shall be from CR 470. No access points shall be permitted on the east side of the property. Prior to construction, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

B. Future Roadway Development

1. CR470 is currently planned to be re-aligned. Permittee is hereby notified that future roadway widening is planned and future roadway construction, improvements or re-alignment may impact the property and future access points.

8. PARKING

A. Standard Parking Requirements

1. The permittee shall provide off-street parking spaces within the property per the conceptual site plan, as amended, pursuant to the City of Leesburg Code of Ordinances, as amended, for the each uses as proposed.

B. Handicapped parking requirements

1. Parking requirements for handicapped accessible spaces, including number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

C. Limitations

1. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

9. TRANSPORTATION IMPROVEMENTS

A. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application.
2. Said approval shall also be contingent upon review and approval by the MPO, Lake County and the Florida Department of Transportation
3. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.

10. SIGNAGE

A. Ground signs (CR 470) general

1. One monument style ground sign shall be permitted for the property. The overall design and architectural style shall be consistent with the overall design of the buildings. Ground signs may not be permitted on vacant property.
2. Ground signs shall be designed and constructed to comply with the standards meet all sign requirements of the City of Leesburg Code of Ordinances as amended.

B. Setbacks for ground signs.

1. The minimum setback from right-of-way line shall be five (5) feet.
2. The minimum setback from any side or rear yard property line shall be twenty (20) feet.
3. The minimum setback from any residential zoning district shall be fifty (50) feet.

C. Design of ground signs.

1. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least one-half (½) the horizontal width of the sign surface.
2. The base shall be of an architectural style similar to that of the principal building to include split face block, finished metal or brick or stucco finish.

D. Wall signs

1. All wall signs shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

11. DEVELOPMENT PHASING

A. Planned Phasing of Development

1. The proposed project may be constructed in phases in accordance with the SPUD Small Planned Unit Development Conceptual Plan (Exhibit C) or the approved site plan as applicable. Changes to the Conceptual Development Plan or approved site plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

B. Implementation of Development

1. Implementation of the project shall substantially commence within 36 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. Satisfaction of Implementation

1. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
 - a. Received an approved site plan for new construction;
 - b. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan.

12. DRAINAGE AND UTILITIES

A. Drainage Plan Required

1. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. This plan shall contain:
 - a. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - b. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

13. WETLANDS AND FLOOD ZONES

A. Existing Wetlands

1. Where wetlands exist on the site, the following requirements shall apply.
 - i. Prior to disturbance or development of any wetland area, the Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation.
 - ii. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

B. Wetland Buffers

1. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary. Under no circumstances shall the minimum buffer width be less than 30 feet.
2. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers;

whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

C. Wetland Easements

1. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

14. STORMWATER MANAGEMENT / UTILITIES

A. Stormwater Management and Utility Plan

Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. The 100-year flood plain shown on all plans and lots.
4. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
5. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
6. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Responsibility for improvements

1. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. DESIGN REQUIREMENTS

A. Architectural Theme

1. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

B. Screening of equipment

1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

C. Exterior construction materials

1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - a. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - b. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - c. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

D. Building Façade

1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

1. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

16. MISCELLANEOUS CONDITIONS

A. Uses

1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission or City Commission, as applicable, in accordance with the Planned Unit Development amendment process.

B. Approvals

1. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code of Ordinances.

C. Compliance

1. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. Transfer of Ownership

1. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.

E. Benefit

1. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

17. LEVELS OF SERVICE AND CAPACITY

A. Levels of Service

1. As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Projected Capacities

1. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City

develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

2. If the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity.

D. Ability to Provide Services

1. The City intends to provide water and wastewater services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

INSTRUMENT# 2014077721 OR BOOK 4503/PAGE 501 PAGE 2 of 3

PARENT PARCEL (O.R. 1880, pg. 2221)

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

INSTRUMENT# 2014077721 OR BOOK 4503/PAGE 502 PAGE 3 of 3

PARCEL 1

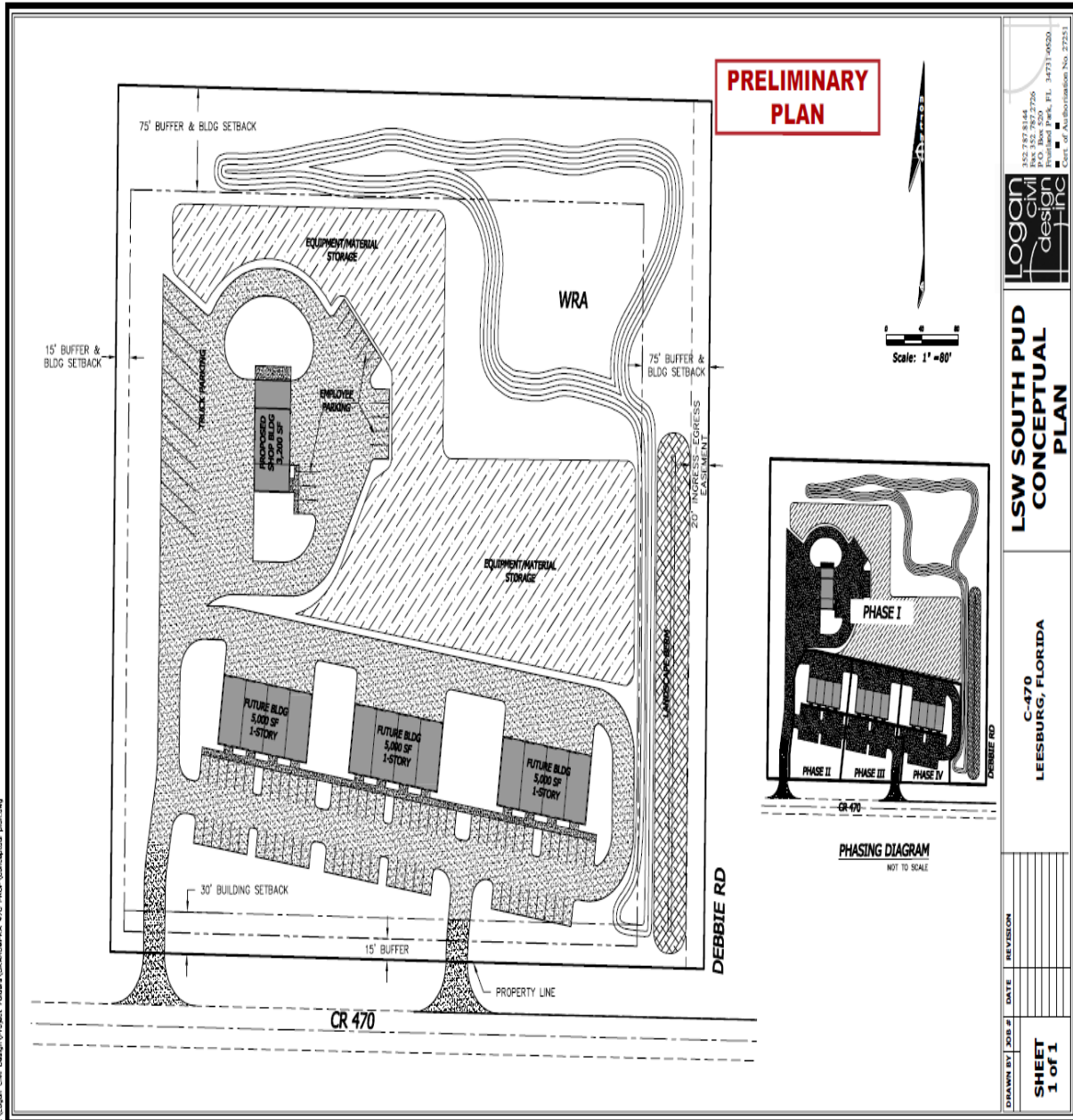
The West one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

PARCEL 2

The East one-half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter, of Section 16, Township 20 South, Range 24 East, Lake County, Florida, Less the South 50 feet thereof.

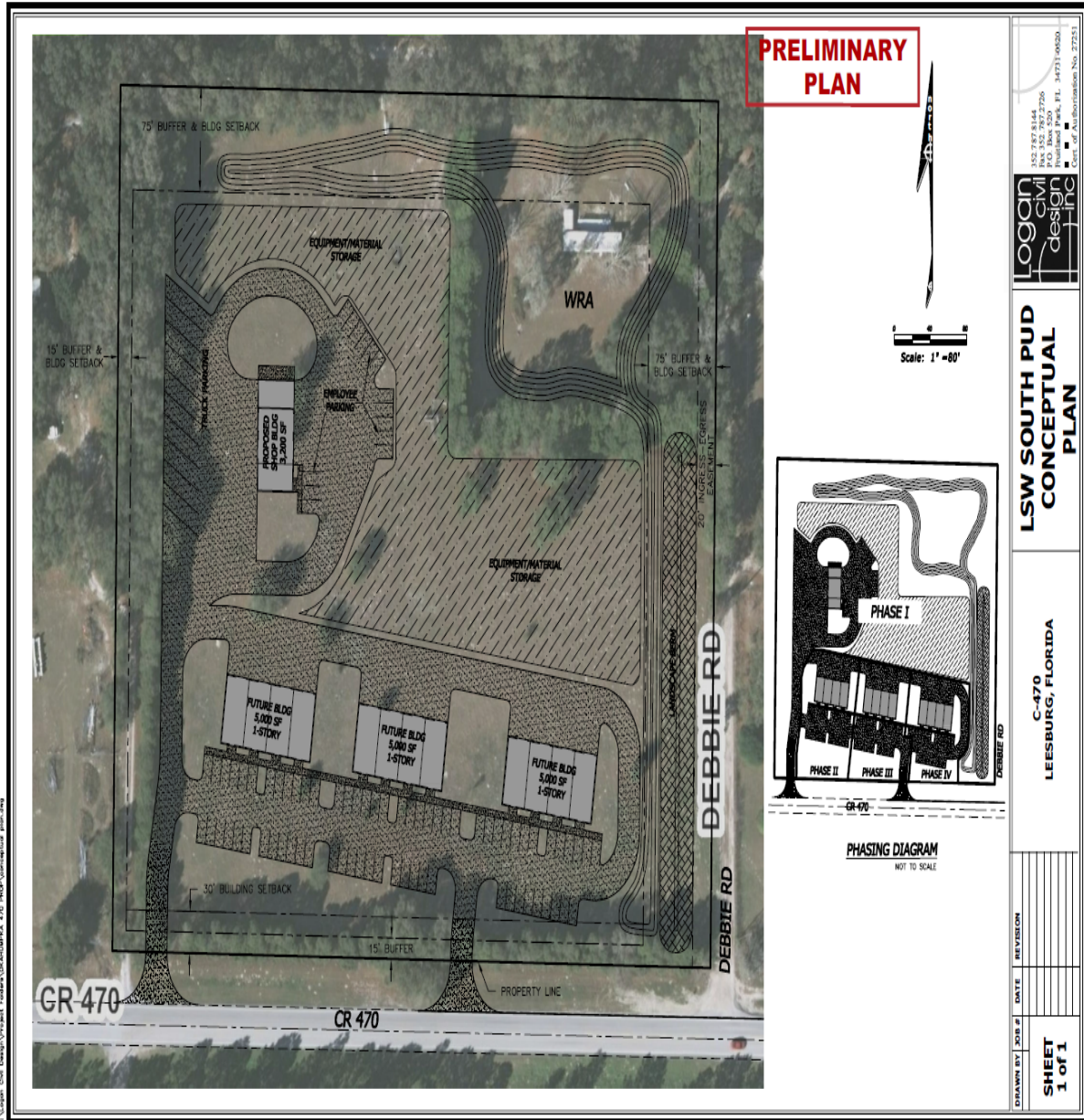
Lake County Alternate Key #: 1296072

EXHIBIT C1



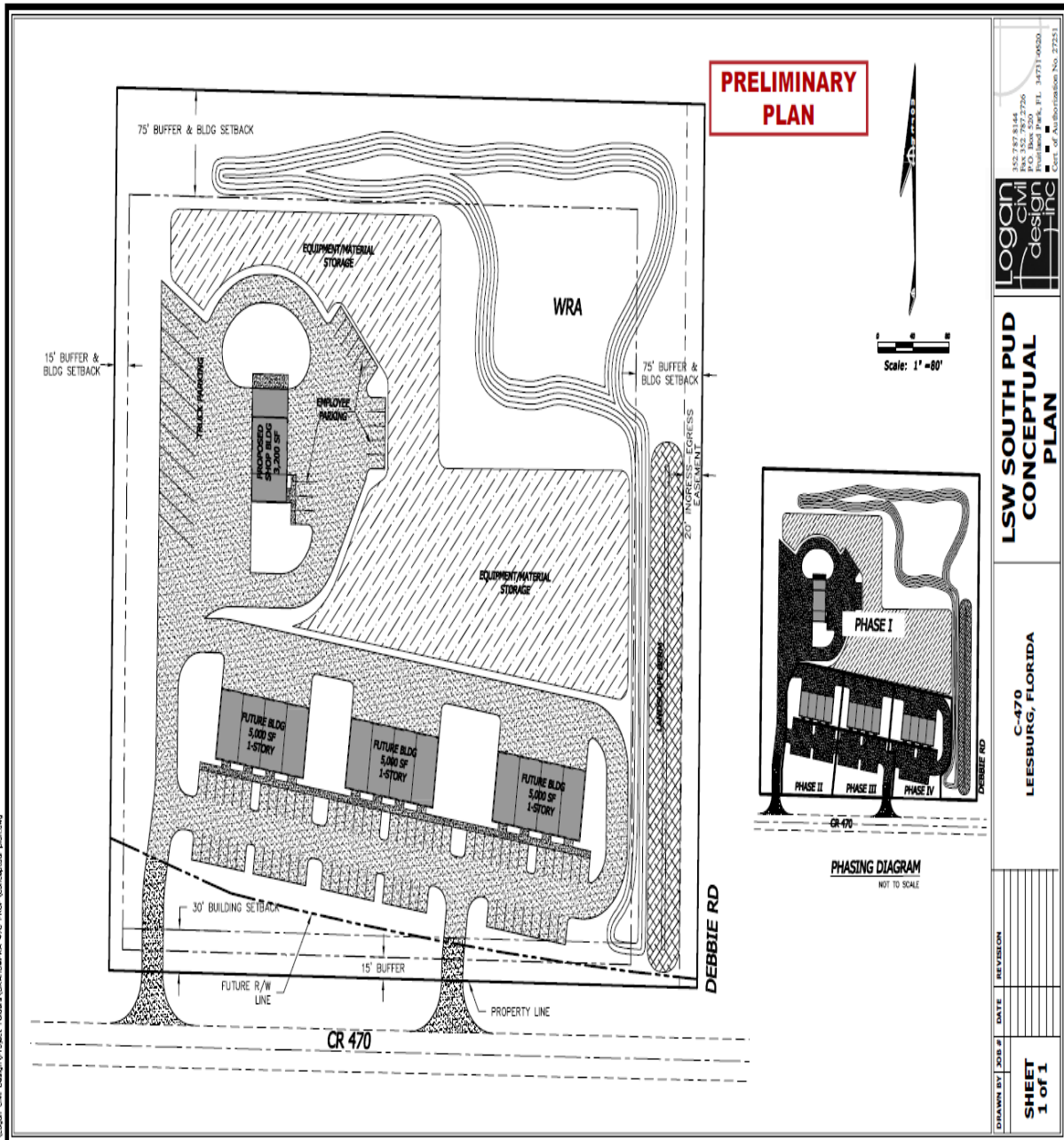
Prior to proposed CR470 roadway improvements with aerial

EXHIBIT C2



After proposed CR470 roadway improvements

EXHIBIT C3



**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 19, 2015
OWNER: Shirley A. Works
PETITIONER: Shirley A. Works
PROJECT: Logan Sitework
REQUEST: Rezoning
CASE NO.: RZ-15-80

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/19/15

FIRE

“Nothing from Fire.” – David Johnson – 08/06/15

ELECTRIC

“This project is not in the Electric Department’s service area.” – Steve Davis – 08/06/15.

WATER DISTRIBUTION

No comments received as of 08/19/15

WATER BACKFLOW

“Water Backflow approved.” – Helga Bundy – 08/07/15.

STORMWATER

No comments received as of 08/19/15

WASTEWATER

No comments received as of 08/19/15

GAS

Approved by the City of Leesburg Gas Dept – per Kim Keenan, Gas Distribution Coordinator 08/05/15.
Natural gas is available at this location.

GIS

No comments received as of 08/19/15

BUILDING

No comments received as of 08/19/15

ENGINEERING/PUBLIC WORKS/SURVEY

No comments received as of 08/19/15

ADDRESSING

No comments received as of 08/19/15

ECONOMIC DEVELOPMENT

No comments received as of 08/19/15

PUBLIC RESPONSES

Approval

No comments received as of 08/19/15

Disapproval

Michael R. Gouine – 27633 Debbie Road, Okahumpka, FL 34762 – 352-326-8522/352-638-4303 – mgouine@headwaters.com

“I very strongly disapproved on any rezoning. This is residential/agriculture land on Debbie Road. Can’t we keep a little green in the area? We don’t want another Rogers Industrial Park in our area.”

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 14, 2015
OWNER: Shirley A. Works
PETITIONER: Shirley A. Works
PROJECT: Logan Sitework
REQUEST: Rezoning
CASE NO.: RZ-15-80

GENERAL LOCATION: The property is generally located north of CR470 and West of Debbie Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North -	Lake County Urban Low Density
South -	City Industrial Tech Commerce Park
East -	Lake County Urban Low Density
West -	City Industrial Tech Commerce Park

PROPOSED FUTURE LAND USE DESIGNATION: Industrial & Technology Commerce Park

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North –	County R-6 Urban Residential
South -	City SPUD (Planned Unit Development)
East -	County R-6 (Urban Residential)
West -	County A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Mobile Home and undeveloped acreage

SURROUNDING LAND USE:

North -	Single Family Residential
South -	Undeveloped
East -	Single Family Residential
West -	Undeveloped

PROPOSED LAND USE: Office/warehouse on CR470 frontage with garage, material storage and retention on back side of property



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 14, 2015
OWNER: Shirley A. Works
PETITIONER: Brooks Logan
PROJECT: Logan Sitework
REQUEST: Rezoning
CASE NO.: RZ-15-80

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

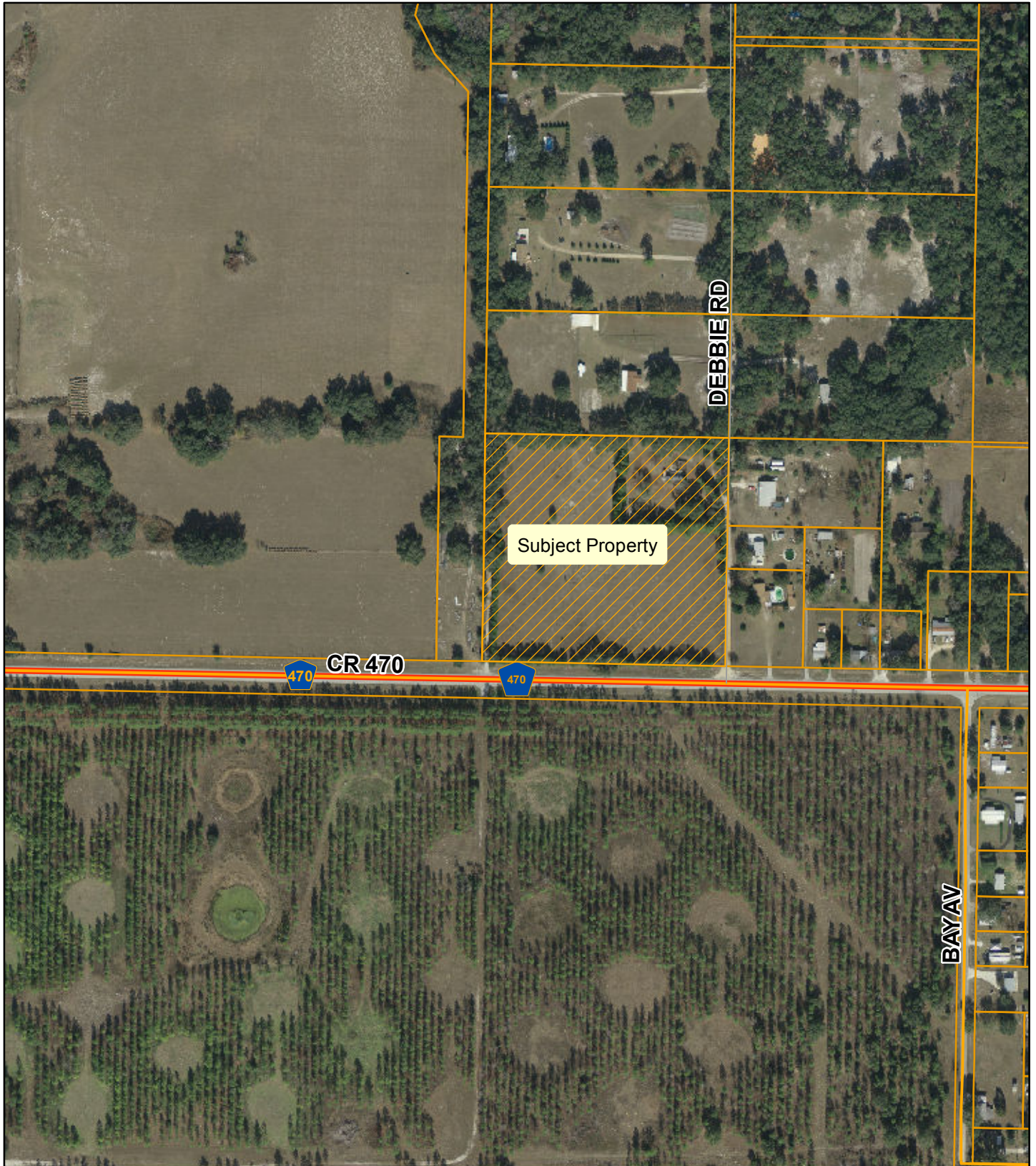
for the following reason(s):

1. The proposed zoning district of SPUD (Small Planned Unit Development) is compatible with adjacent property zoned PUD (Planned Unit Development) to the west and south, and with property zoned Lake County A (Agricultural) to the north and County R-6 (Urban Residential) to the east. Based on the conditions set forth herein, this request does not appear to create a detriment to the surrounding properties.
2. The proposed zoning district SPUD (Small Planned Unit Development) is compatible with adjacent property to the west and south with a future land use designation of Industrial and Technology Commerce Park, and as conditioned, is compatible with adjacent property to the north and east that has a future land use designation of Lake County Urban Low Density.
3. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

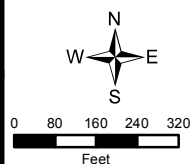
Action Requested:

1. Vote to approve the recommendation to rezone the subject property from Lake County A (Agricultural) to City SPUD (Small Planned Unit Development) as shown in Planning & Zoning Case number RZ15-80 (Exhibit A attached), and forward to the City Commission for consideration.

Aerial

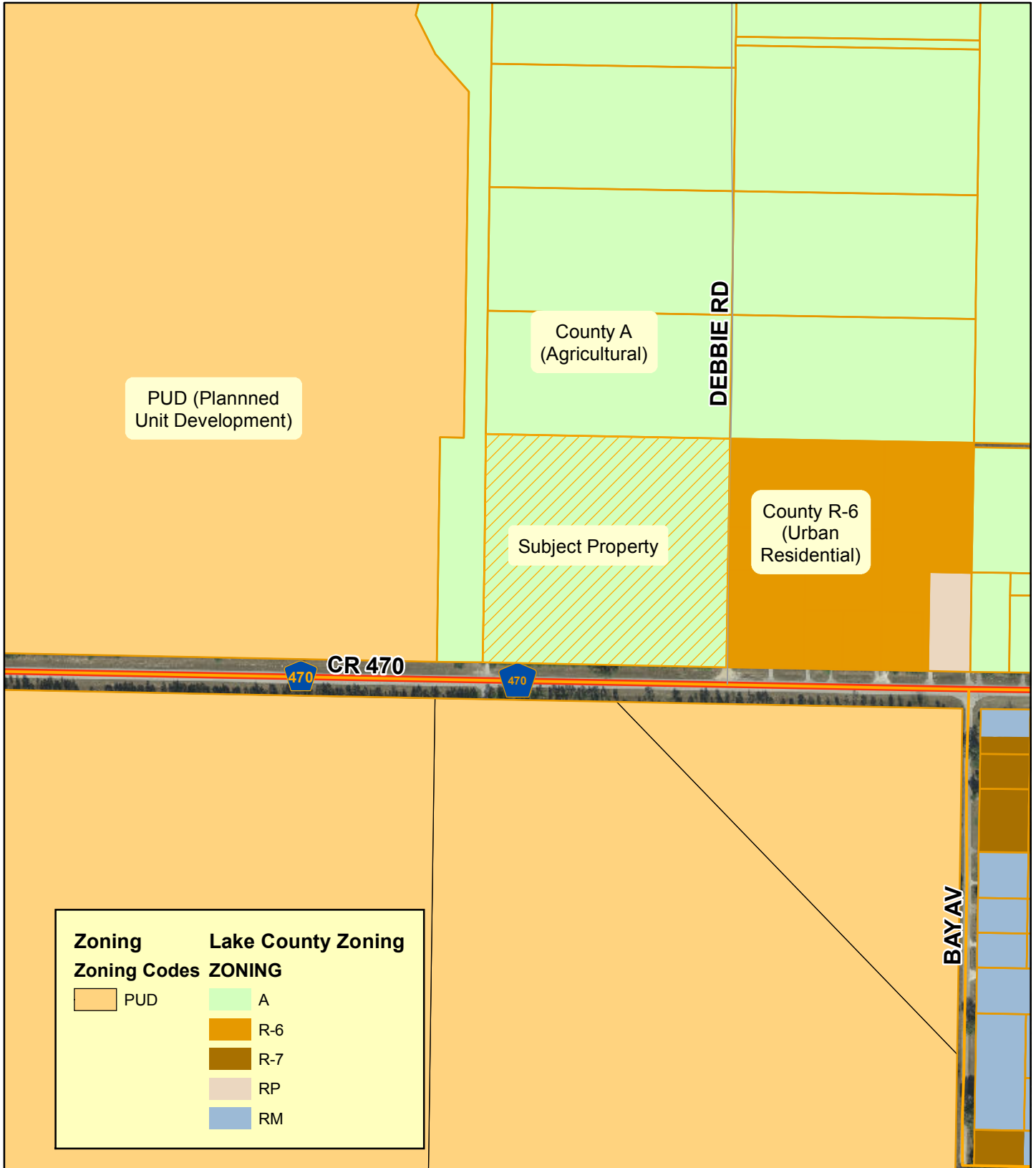


**Planning
& Zoning
Division**

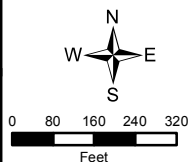


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Zoning



**Planning
& Zoning
Division**

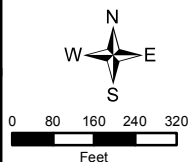


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Future Land Use



**Planning
& Zoning
Division**

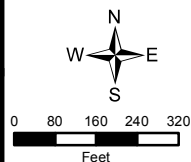


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Surrounding Land Uses

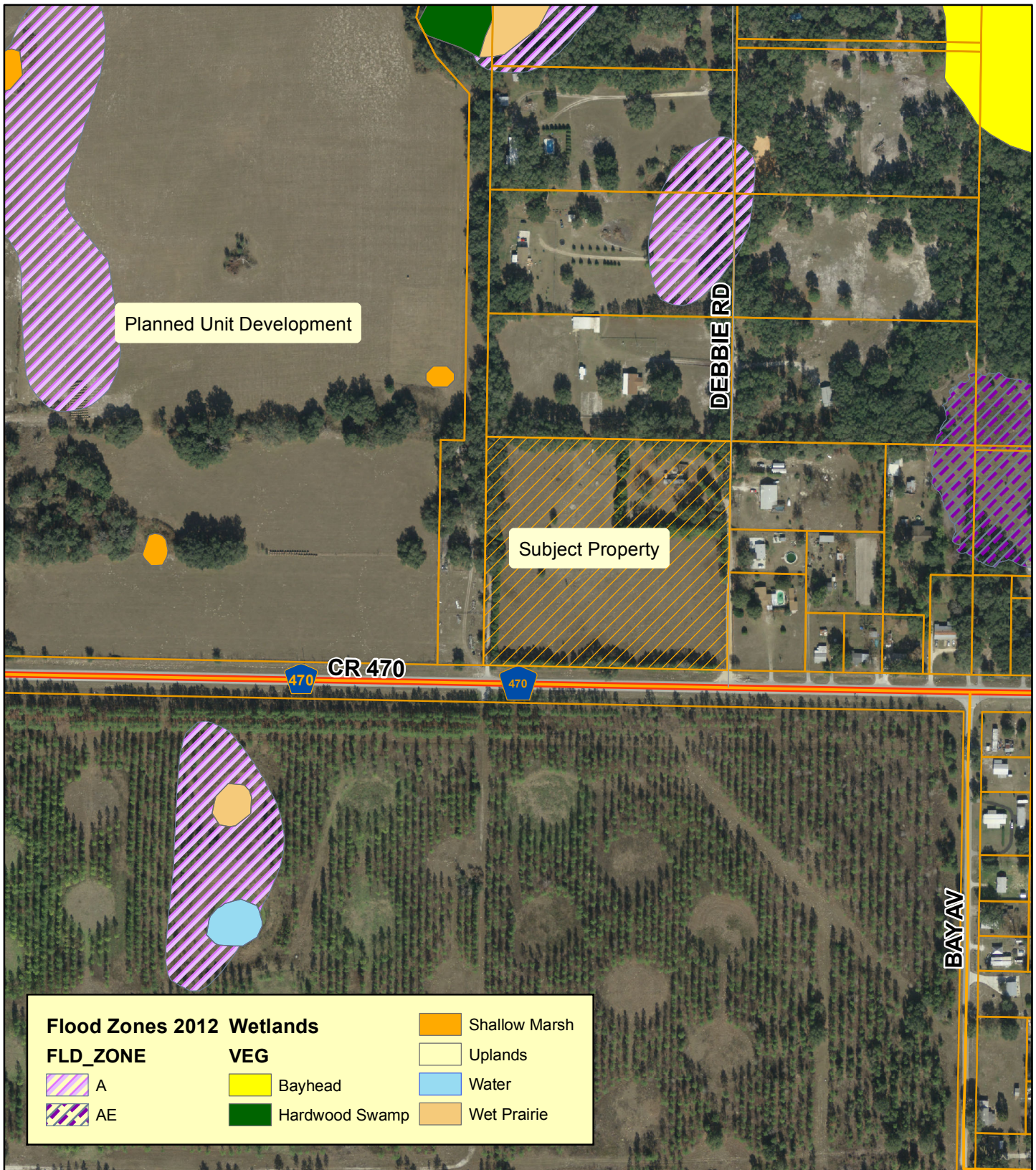


**Planning
& Zoning
Division**

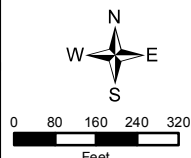


AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24

Wetland & Flood Zones



**Planning
& Zoning
Division**



AX 15-78 /SSCMP 15-79/ RZ 15-80
Logan Sitework
Leesburg, Florida
Sec 16 Twp 20 Rge 24



View of subject property seen from CR470



View along CR470 looking east



View along CR470 looking west



View of zoning sign posted on CR470



AGENDA MEMORANDUM

Item No: 5F.

Meeting Date: September 14, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Ordinance extending the phasing clause of Ordinance 12-19, Renaissance Trails PUD (Planned Unit Development)

Staff Recommendation

Staff recommends approval of the request to extend the phasing clause (Section 2.H.2) of Ordinance 12-19, Renaissance Trails PUD (Planned Unit Development).

Analysis

The Renaissance Trails property consists of 650+/- acres located on the west side of County Road 48 at the intersection of North Austin Merritt Road, as seen on the attached Aerial Map. The zoning on this property is PUD (Planned Unit Development), under Ordinance 12.19. Under this zoning, the project will contain multiple uses including 1950 units of various housing types, 315,000 square feet of commercial space on an approximately 37 acre commercial center, along with a provision for a seven (7) acre public use site. Due to the economic downturn of the past several years, the project has not moved forward, and the phasing portion of the PUD zoning is set to expire in January of 2016. This request to extend the phasing is the same action taken on other projects that have been previously approved by the City Commission. Approval of this request will extend the phasing portion of the PUD zoning under Section 2.H.2. for an additional forth-eight (48) months. No other changes to the zoning are requested.

By a vote of 7-0, the Planning Commission recommended approval of this request at their August 20, 2015 meeting.

Options:

1. Approve the request to extend the section 2.H.2. of Ordinance 12-19 by forty-eight (48) months;
- or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact anticipated as a result of this action.

Submission Date and Time: 9/14/2015 11:00 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u>MWR</u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING A PUD (PLANNED UNIT DEVELOPMENT) ZONING TO ALLOW AN ADDITIONAL 48 MONTHS UNDER THE PHASING SECTION 2.H.2 OF THE ZONING CONDITIONS ON APPROXIMATELY 650 ACRES, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF CR 48, AT THE INTERSECTION OF NORTH AUSTIN MERRITT ROAD, AS LEGALLY DESCRIBED IN SECTIONS 31 & 6, TOWNSHIPS 20 & 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Renaissance Trails)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Duval Farms, LLC (Shawn Riordan - Renaissance Trails), the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions, to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

**RENAISSANCE TRAILS
PLANNED UNIT DEVELOPMENT/CONTEMPORARY OVERLAY DISTRICT
CONDITIONS**

**August 20, 2015
(previous January 19, 2012 and June 8, 2006)**

These Planned Unit Development/Contemporary Design Overlay Conditions for PUD/CDO (Planned Unit Development/Contemporary Design Overlay) Districts are granted by the City of Leesburg Planning Commission, Lake County, Florida to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" and Section 25-282 Overlay Districts (d) CDO Contemporary Design Overlay of the City of Leesburg Land Development Code, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) with a Contemporary Design Overlay (CDO) zoning district to allow construction of a proposed mixed use development comprised of residential, commercial and public uses consisting of a maximum of 1,950 residential units on approximately 650 acres with a commercial village center of approximately 315,000 sq. ft. on approximately 37 acres, subject to approval by FDEO of a Development of Regional Impact, on a site within the City of Leesburg located at the intersection of C.R. 48 and Austin Merritt Road, in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) to construct, operate, and maintain a Planned Unit Development with a Contemporary Design Overlay in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. **LAND USE**

The above-described property, containing approximately 650 acres, shall be used for mixed use residential, commercial and public uses development, pursuant to City of Leesburg development codes and standards and the Conceptual Development Plan Exhibit C. as follows:

A. Residential Development

1. The project shall contain a maximum of 1,950 residential units on approximately 650 acres at a gross density not to exceed 3.0 units per acre.
2. Development standards to be established through future the amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.

3. Permitted Uses:
 - a. Single-family dwellings (detached or attached);
 - b. Townhome single-family dwellings;
 - c. Multi-family dwellings;
 - d. New urbanism design units with staff approval including rear garages with living units;
 - e. Accessory structures;
 - f. Temporary Sales and Construction Office. The developer shall be allowed to construct a temporary portable sales office on the Property. Such sales office shall be allowed to remain until new home sales operations cease.
 - g. Model homes may be used for sales center during the duration of the project.
 - h. All residential units shall be developed through a subdivision plat except for new urbanism units in conjunction with commercial development.
 4. In order to comply with the diversity of housing required by the City's adopted Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.2, projects shall incorporate the following requirements:
 - a. In order to provide a balance of housing types, more than one type of housing shall be provided such as single-family attached and detached dwellings, town houses, multi-family etc. with each having a minimum of ten (10) percent of the total project except where new urbanism design communities are approved by City staff.
 - b. In addition, townhome units and residential units in conjunction with commercial uses shall not be age restricted.
 5. Interim Uses: The following uses shall be permitted only as interim uses:
 - a. Agricultural uses such as crops, live stock except swine and accessory agricultural uses such as barns and stock pens. Interim uses shall be permitted until an adjacent phase of the project is developed for residential, commercial, office or community facilities uses.
- B. Recreational Development
1. Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the joint use of the residents. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit as allocated on Map H-3. In computing useable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - a. Recreational activities such as play grounds, basket ball, tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
 2. Required stormwater areas and buffer areas shall not be considered as recreational space except for areas developed as recreational trails which provide access to the public trail system.

3. The Planned Unit Development shall provide planned accessibility from all areas of the development to any proposed recreational facilities including pedestrian/trail access where possible.
 4. If a connection to the proposed City trail system is required, the development shall provide a public rail to trails access/connection along the boulevard type roads through the development with a minimum of a twenty-five (25) foot wide trail within the required buffer area. Construction of any required trail will be the developer's responsibility and shall be developed per City trail requirements. Some credit may be allowed toward the required recreation areas depending on final determination of overall recreation and trail development plans. Final location and design shall be determined during the preliminary plan/site plan review process.
- C. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be approved by the City staff as part of the preliminary plan review process. Examples of such uses are sales office, post office, ATM or bank services, coffee shop etc.
- D. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- E. Commercial, Office and Community Facilities
1. Town Commercial Center area of approximately thirty-seven (37) acres shall be situated generally at the intersection of C.R. 48 and Austin Merritt Road. Final determination and location of commercial areas shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.
 2. Allowable uses shall be those uses as described in the C-2 (Community Commercial) Zoning District in the City of Leesburg Land Development Code (as amended).
 3. Development standards to be established through future amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.
 4. The gross leaseable area for the designated commercial areas shall not exceed sixty-five (65) percent ISR unless residential units are located above the commercial/office areas. With residential units the ISR shall increase to eighty (80) percent.
 5. Maximum building height shall not exceed three stories or 40 feet.
 6. Commercial development areas shall be properly screened from residential areas with a buffer in accordance with the City of Leesburg Land Development Code (as amended). Minimum buffer width shall be 10 feet.
 7. Access to the commercial development areas shall be primarily from internal roadways, not C.R.48.
 8. Recreational vehicle parking shall be restricted through deed restrictions/covenants which shall prohibit parking within the development unless within an enclosed structure or an approved designated area is provided, except for loading and unloading for a 24 hour period. If provided, the area shall be buffered and final location will be determined by staff as part of the Preliminary Subdivision approval process. Final determination of the location and size of such facilities shall be approved by City staff during the preliminary plan review process.

F. Public Use Areas and Impacts

The approximate seven (7) acre Public Use Area, as shown on the Conceptual Development Plan shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the Public Use Area shall be determined by the City at the time future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

In addition, to maximize the buildable area of the Public Use Area, any environmental, floodplain, and wetlands impacts on the site will be mitigated off site; stormwater retention will be retained and treated off-site within the planned unit development; any transportation impacts associated with the site will be included in the total number of vehicle trips approved for the planned unit development; and the site shall include central potable water and sanitary sewer lines stubbed out to the site, as well as a cleared building area, to facilitate construction in a timely manner.

Although this development is partially age restricted, some lots or units may be occupied by families with school age children, and the development may thus have an impact on public school capacity in the area. Since part of the development is restricted to the population over 55 years of age, the developer has requested that it not be required to dedicate a possible school site within the development. In order to mitigate the impacts the development may have on school capacity, in lieu of dedicating a school site the developer agrees to pay to the City, for each age restricted lot or unit, a voluntary educational impact fee equal to the adopted Lake County School Board School Impact fee in place at the time of issuance of a building permit for each age restricted unit.

G. Open Space and Buffer Areas

1. Wetlands shall have an average upland buffer of 25 feet, minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application
2. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
3. Wetlands shall have a minimum upland buffer of 25 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be replanted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
4. Land uses allowed within the upland buffers are limited to hiking trails, horse trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
5. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

6. A wildlife/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.
7. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
8. Landscape Buffer areas, identified during the development review process by the Master Plan along CR 48 and in PODs where more intense uses such as commercial, stables etc. abuts residential areas where no roads intersect these areas and provide a physical separation shall be as follows:

For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.

- a. Two (2) canopy trees
- b. Two (2) ornamental trees
- c. Thirty (30) shrubs
- d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
- e. Existing vegetation in the required buffer shall be protected during construction.

H. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
2. Implementation of Phase I of the development project shall proceed in good faith within 48 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to RE-1 (Estate Density Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

I. Signage

1. All signage will meet City standards as set forth in the Leesburg Land Development Code except for the following conditions:
 - a. A maximum of two (2) grounds or wall residential entrance or gate signs may

be located at the main entrance to a single family, multi-family subdivision. In the alternative, one (1) double faced identification sign may be permitted when placed in the median of a private entrance road. The maximum allowable sign surface area per wall or sign shall not exceed one hundred twelve (112) square feet.

- b. Secondary entranceways shall be restricted to one (1) ground sign, not to exceed thirty (30) square feet in area and a vertical dimension of five (5) feet.
- c. Height-signs shall be a maximum of eight (8) feet and be measured from the finished grade level or crown of road to the top of the sign face, provided if the sign is integrated into a fence, wall or column.

3. **STORMWATER MANAGEMENT / UTILITIES**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- H. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including such off site improvements required by the City, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. If offsite utility infrastructure systems are upsized at the request of the City of Leesburg to accommodate other existing or future developments in the area, the Developer will be entitled to an applicable reimbursement method, such as cost-sharing, impact fee credits, pioneering agreements, etc., as appropriate provided by a separate utility agreement.
- I. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- J. A two (2) acre well site with the potential for two potable wells shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the well site shall be determined by the City at the time of the future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

4. **TRANSPORTATION IMPROVEMENTS**

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Preliminary Subdivision Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall generally be provided as shown on the Conceptual Phasing Plan through a minimum of two four lane divided boulevard type roads. Actual locations and design of the boulevards and roads shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process. Other potential accesses to adjacent properties will be reviewed during the development review process.
- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Leesburg.
- D. All roads within the development shall be designed and constructed by the developer to meet the City of Leesburg requirements including but not limited to Miami curbs.
- E. Sidewalks shall be provided on one side of the local internal roads except for boulevards which shall require provide sidewalks on both sides and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- F. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to preliminary plan approval.
- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- H. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- I. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off site improvements required by FDOT, Lake County, the MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- J. At such time that traffic signals are warranted at the proposed project entrance(s), the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

5. **DESIGN REQUIREMENTS**

Design requirements shall meet the standards as per Sec. 25-395. Contemporary design district overlay (CDO) general district standards. Designs to meet general standards provided below and will be reviewed during the development review and permitting process.

- A. Residential Development
 - 1. Contemporary design district overlay (CDO) standards require that all detached

residential development on lots that are less than fifty (50) feet in width shall be served by rear alleys. Each alley shall connect with streets at both ends.

2. Building Design

a. Detached single-family homes shall have garages located with the following provisions.

- 1) Front access garages must be set back a minimum of five (5) feet from the attached primary structure or the front building line.
- 2) Rear garages must be setback a minimum of twenty (20) feet from an alley or rear access drive.
- 3) Side entrance garages may be in line with or off set from the primary structures front setback provided the garage has front facade windows.
- 4) Homes with covered front entries and/or porches of a minimum fifty (50) square feet may have front access garages setback in line with the porch or five (5) feet forward of the porch.

b. The distance between any principal building and accessory building shall be a minimum of ten (10) feet.

c. Alternative new urbanism design and rear alley access units shall have the following:

- 1) Ten (10) foot front setback.
- 2) Traditional/Cracker style front elevations (See attached Examples Urban-Style, Traditional Design).
- 3) Covered front porches of at least forty percent of the length of the front elevation at a minimum depth of four (4) feet.

3. Additional Design Features

a. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:

- 1) Dormers
- 2) Gables
- 3) Recessed entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Repetitive windows with minimum 4-inch trim.

B. Commercial Village Center Design

1. Building frontages shall occupy no less than 75% of the street facing entrance.
2. Height. The maximum building height may be increased by 10 feet as an incentive for vertical mixed use buildings, except where adjacent to single-story residential uses.
3. Public Entrance. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish to give emphasis to the entrances.
4. Building Façade. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the

street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors. The top of any building shall contain a distinctive finish consisting of a cornice or other architectural termination as described below.

5. Storefront character. Commercial and mixed-use buildings shall express a "storefront character" with the new urbanism design elements complimenting Phase V. This guideline is met by providing all of the following architectural features along the building frontage as applicable.
 - a. Corner building entrances on corner lots.
 - b. Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - c. Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40% and a maximum 80% of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement, but must be transparent and shall not be painted or obscured by opaque panels.
6. Orientation. The primary building entrances shall be visible and directly accessible from a public street. Building massing such as tower elements shall be used to call-out the location of building entries.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- D. Other similar design variations meeting the intent of this section may be approved by the Community Development Director.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically

authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

7. CONCURRENCY

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If future development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The developer and the City may enter into a pioneering agreement with the developer, if appropriate.
- c. The City's Consumptive Use Permit provides for anticipated demands due to this and other potential development

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

1. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. The City updates its Ten-Year Capital Improvement Plan (CIP) as part of our annual budgetary process. Included within the CIP are water, wastewater, and reclaimed water improvements necessary to provide service to proposed development.
3. The City has completed an impact fee study, based in part on the CIP in order to assure adequate and appropriate funding for required improvements.

LEGAL DESCRIPTION

EXHIBIT B.

**LEGAL DESCRIPTION
DUVAL FARMS, LLC**

Parcel F:

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ lying N & W of State Road No. 48; W $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ lying N & W of State Road No. 48; All SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Less the North 220 feet of the West 110 feet of the East 563 feet; All being in Section 6, Township 24 South, Range 24 East, Lake County, Florida.

Parcel G:

All that part of the following Tracts of Land Lying West of the Right of Way of State Highway 48, To-Wit:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and East 495 feet of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East.

West 825 feet of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 21 South, Range 24 East.

Less and Except from the above parcels Railroad Right of Way.

Parcel H:

Those certain strips of parcels of land situate, lying and being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, County of Lake, State of Florida, and described as follows, to Wit:

That certain segment of Grantor's 120 wide Right of Way, I.E., 60 feet wide on each side of the Center Line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6 and extending Southwestwardly a mean distance of approximately 915 feet to the West line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6; Also:

That certain segment of Grantor's 60-foot wide Right of Way, i.e. 30 feet on each side of the Center line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and extending Southwestwardly a mean distance of approximately 980 feet to the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6;

Less and Except from all the above right of way for Austin-Merritt Road conveyed to Lake County in Official Records Book 526, Page 405, Public Records of Lake County, Florida, and Right of Way for Austin-Merritt Road as occupied.

Parcel J:

The South $\frac{1}{4}$ of the West $\frac{1}{2}$; The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the West 462 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 20 South, Range 24 East, Lake County, Florida, Less and Except Right of Way for SE 36th Blvd.

Parcel L:

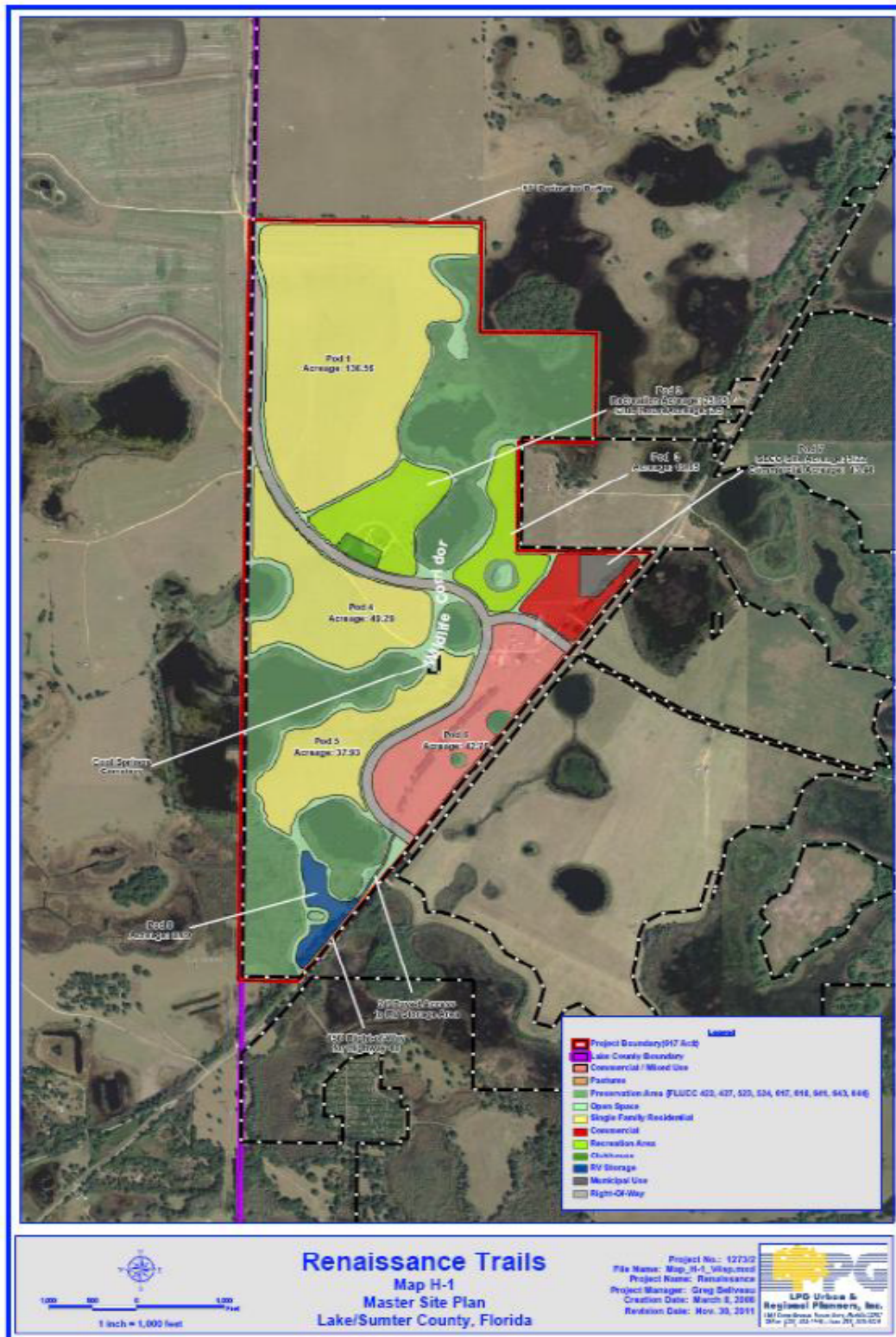
Any part of the following described property lying within Section 6, Township 21 South, Range 24 East: The abandoned 120 feet wide segment of the Seaboard Cost Line Railroad Company's former track, i.e. 60 feet wide on each side of the center line of the SCLRR'S Former track located at the beginning at the west line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, and extending Northeastwardly approximately 5,603 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, All in Township 21 South, Range 24 East, Lake County, Florida.

Less and Except the Following:

A portion of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

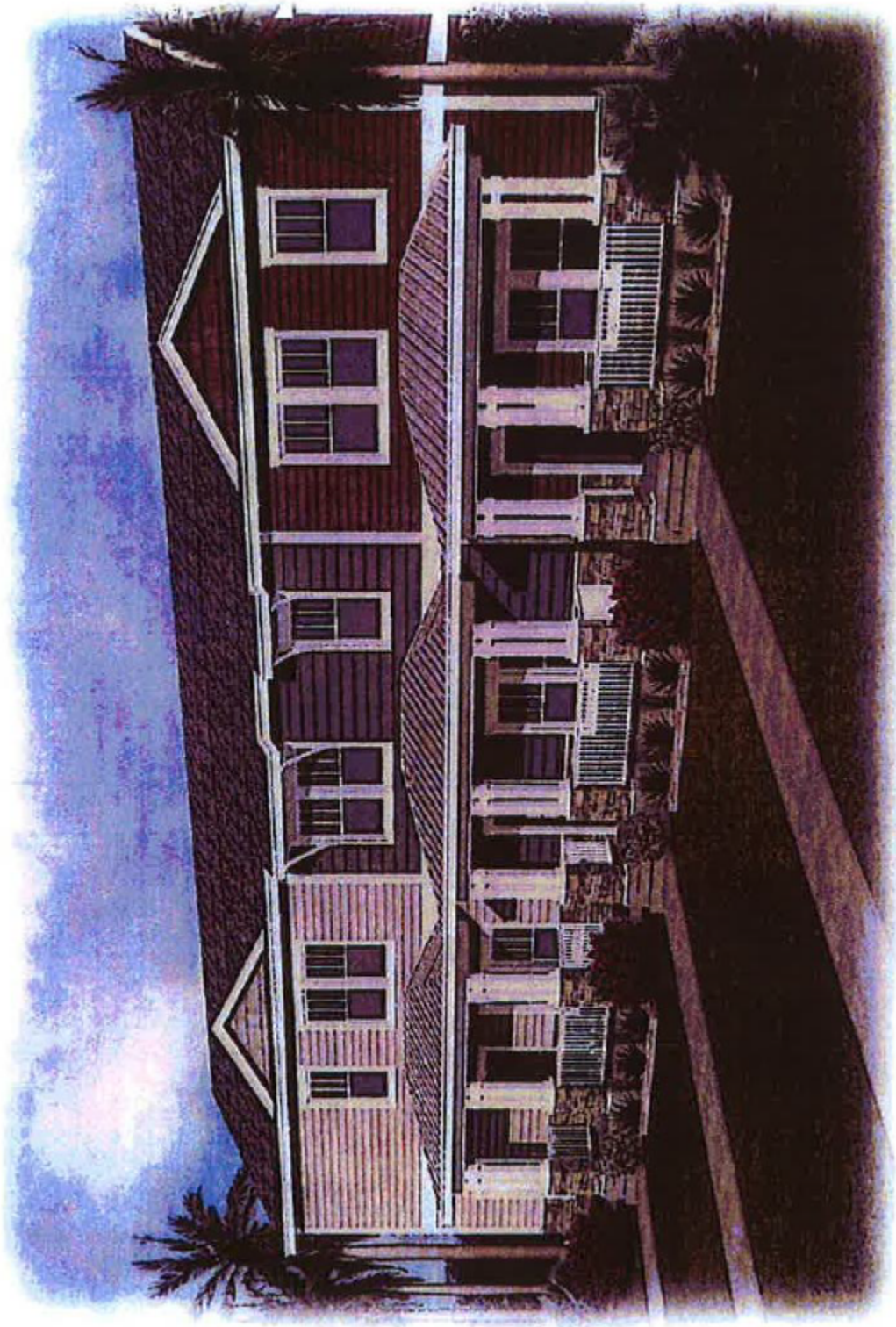
Commencing at the NE Corner of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida; Thence North 89°39'14" West along the North boundary of said NE $\frac{1}{4}$, a distance of 871.65 feet to the Point of Beginning; Thence continue along said North boundary North 89°39'14" West 679.48 feet; Thence departing said North boundary South 00°20'46" West 518.13 feet; Thence South 89°39'14: East 217.49 feet; Thence North 42°04'03" East 694.18 feet to the Point of Beginning.

EXHIBIT C









**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 14, 2015
OWNER: Shawn Riordan, Duval Farms, LLC
PETITIONER: Greg Beliveau
PROJECT: Renaissance Trails PUD
REQUEST: Planned Developments Zoning
CASE NO.: RZ-15-67

GENERAL LOCATION: The property is generally located on the west side of CR 48 at the western terminus of Austin Merritt Road

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North -	Conservation and SP Mixed Use
South -	Neighborhood Mixed Use
East -	Conservation and Neighborhood Mixed Use
West -	Sumter County

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use (no change requested)

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North -	PUD (Planned Unit Development)
South -	PUD (Planned Unit Development)
East -	PUD (Planned Unit Development)
West -	Sumter County

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped

SURROUNDING LAND USE:

North -	Undeveloped and single family
South -	Undeveloped and single family
East -	Undeveloped and single family
West -	Undeveloped and single family

APPLICANT REQUESTS: The owner is requesting a 48 month extension to the existing PUD (Planned Unit Development)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 19, 2015
OWNER: Shawn Riordan, Duval Farms, LLC
PETITIONER: Greg Beliveau
PROJECT: Renaissance Trails PUD
REQUEST: Planned Developments Zoning
CASE NO.: RZ-15-67

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/19/15

FIRE

“Nothing from Fire.” – David Johnson – 08/06/15

ELECTRIC

“This project is not in the Electric Department’s service area.” – Zandy Ogilvie – 08/06/15.

WATER DISTRIBUTION

“Approved.” – Gary Hunnewell – 07/03/15.

WATER BACKFLOW

“Water Backflow approved.” – Helga Bundy – 08/07/15.

STORMWATER

“Stormwater has no issues.” – Robert Beard – 08/10/15

WASTEWATER

“Wastewater has no issues.” – Robert Beard – 08/10/15

GAS

Approved – By the City of Leesburg Gas Dept per – Kim Keenan – Gas Distribution Coordinator
08/05/2015

GIS

No comments received as of 08/19/15

BUILDING

No comments received as of 08/19/15

ENGINEERING/PUBLIC WORKS/SURVEY

No comments received as of 08/19/15.

ADDRESSING

No comments received as of 08/19/15

ECONOMIC DEVELOPMENT

No comments received as of 08/19/15

PUBLIC RESPONSES

Approval

Roxanne Mastrantonio – Sumter Electric, PO Box 301, Sumterville, FL 33585 – 352-569-9631 –
roxanne.mastrantonio@secoenergy.com

Disapproval

No comments received as of 08/19/15



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Duval Farms, LLC-Shawn Riordan
PROJECT: Renaissance Trails
REQUEST: PUD Rezoning (Extension of PUD phasing by 48 months)
CASE NO.: RZ 15-67 (Previous City of Leesburg Ordinance 12-19)
MEETING DATE: August 20, 2015

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to amend the existing phasing requirements of the current PUD (Planned Unit Development) zoning by extending the phasing requirements for forty-eight (48) months is compatible with adjacent property zoned PUD (Planned Unit Development) to the north, south, and east, with property to the east zoned County A (Agricultural) and with property to the west in Sumter County.
2. The proposed request is compatible with the existing future land use designation of Neighborhood Mixed Use, and is compatible with the adjacent property to the north with a future land use designation of SP Mixed Use and Conservation. It is also consistent with adjacent property with a future land use designation of County Rural to the west, and with property to the west in Sumter County.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to amend the existing phasing requirements of the current PUD (Planned Unit Development) zoning by extending the phasing requirements of Ordinance 12-19, Section H.2, for forty-eight (48) months, for the subject property with the PUD (Planned Unit Development) Conditions attached as Exhibit A hereto, dated August 20, 2015 and forward to the City Commission for consideration.

**RENAISSANCE TRAILS
PLANNED UNIT DEVELOPMENT/CONTEMPORARY OVERLAY DISTRICT
CONDITIONS
August 20, 2015
(previous January 19, 2012 and June 8, 2006)**

These Planned Unit Development/Contemporary Design Overlay Conditions for PUD/CDO (Planned Unit Development/Contemporary Design Overlay) Districts are granted by the City of Leesburg Planning Commission, Lake County, Florida to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development " and Section 25-282 Overlay Districts (d) CDO Contemporary Design Overlay of the City of Leesburg Land Development Code, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) with a Contemporary Design Overlay (CDO) zoning district to allow construction of a proposed mixed use development comprised of residential, commercial and public uses consisting of a maximum of 1,950 residential units on approximately 650 acres with a commercial village center of approximately 315,000 sq. ft. on approximately 37 acres, subject to approval by FDEO of a Development of Regional Impact, on a site within the City of Leesburg located at the intersection of C.R. 48 and Austin Merritt Road, in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) to construct, operate, and maintain a Planned Unit Development with a Contemporary Design Overlay in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. **LAND USE**

The above-described property, containing approximately 650 acres, shall be used for mixed use residential, commercial and public uses development, pursuant to City of Leesburg development codes and standards and the Conceptual Development Plan Exhibit C. as follows:

- A. Residential Development

1. The project shall contain a maximum of 1,950 residential units on approximately 650 acres at a gross density not to exceed 3.0 units per acre.
2. Development standards to be established through future the amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.

3. Permitted Uses:
 - a. Single-family dwellings (detached or attached);
 - b. Townhome single-family dwellings;
 - c. Multi-family dwellings;
 - d. New urbanism design units with staff approval including rear garages with living units;
 - e. Accessory structures;
 - f. Temporary Sales and Construction Office. The developer shall be allowed to construct a temporary portable sales office on the Property. Such sales office shall be allowed to remain until new home sales operations cease.
 - g. Model homes may be used for sales center during the duration of the project.
 - h. All residential units shall be developed through a subdivision plat except for new urbanism units in conjunction with commercial development.
4. In order to comply with the diversity of housing required by the City's adopted Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.2, projects shall incorporate the following requirements:
 - a. In order to provide a balance of housing types, more than one type of housing shall be provided such as single-family attached and detached dwellings, town houses, multi-family etc. with each having a minimum of ten (10) percent of the total project except where new urbanism design communities are approved by City staff.
 - b. In addition, townhome units and residential units in conjunction with commercial uses shall not be age restricted.
5. Interim Uses: The following uses shall be permitted only as interim uses:
 - a. Agricultural uses such as crops, live stock except swine and accessory agricultural uses such as barns and stock pens. Interim uses shall be permitted until an adjacent phase of the project is developed for residential, commercial, office or community facilities uses.

B. Recreational Development

1. Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the joint use of the residents. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit as allocated on Map H-3. In computing useable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - a. Recreational activities such as play grounds, basket ball, tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
2. Required stormwater areas and buffer areas shall not be considered as recreational space except for areas developed as recreational trails which provide access to the public trail system.

3. The Planned Unit Development shall provide planned accessibility from all areas of the development to any proposed recreational facilities including pedestrian/trail access where possible.
 4. If a connection to the proposed City trail system is required, the development shall provide a public rail to trails access/connection along the boulevard type roads through the development with a minimum of a twenty-five (25) foot wide trail within the required buffer area. Construction of any required trail will be the developer's responsibility and shall be developed per City trail requirements. Some credit may be allowed toward the required recreation areas depending on final determination of overall recreation and trail development plans. Final location and design shall be determined during the preliminary plan/site plan review process.
- C. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be approved by the City staff as part of the preliminary plan review process. Examples of such uses are sales office, post office, ATM or bank services, coffee shop etc.
- D. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- E. Commercial, Office and Community Facilities
1. Town Commercial Center area of approximately thirty-seven (37) acres shall be situated generally at the intersection of C.R. 48 and Austin Merritt Road. Final determination and location of commercial areas shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.
 2. Allowable uses shall be those uses as described in the C-2 (Community Commercial) Zoning District in the City of Leesburg Land Development Code (as amended).
 3. Development standards to be established through future amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.
 4. The gross leaseable area for the designated commercial areas shall not exceed sixty-five (65) percent ISR unless residential units are located above the commercial/office areas. With residential units the ISR shall increase to eighty (80) percent.
 5. Maximum building height shall not exceed three stories or 40 feet.
 6. Commercial development areas shall be properly screened from residential areas with a buffer in accordance with the City of Leesburg Land Development Code (as amended). Minimum buffer width shall be 10 feet.
 7. Access to the commercial development areas shall be primarily from internal roadways, not C.R.48.
 8. Recreational vehicle parking shall be restricted through deed restrictions/covenants which shall prohibit parking within the development unless within an enclosed structure or an approved designated area is provided, except for loading and unloading for a 24 hour period. If provided, the area shall be buffered and final location will be determined by staff as part of the Preliminary Subdivision approval process. Final determination of the location and size of such facilities shall be approved by City staff during the preliminary plan review process.

F. Public Use Areas and Impacts

The approximate seven (7) acre Public Use Area, as shown on the Conceptual Development Plan shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the Public Use Area shall be determined by the City at the time future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

In addition, to maximize the buildable area of the Public Use Area, any environmental, floodplain, and wetlands impacts on the site will be mitigated off site; stormwater retention will be retained and treated off-site within the planned unit development; any transportation impacts associated with the site will be included in the total number of vehicle trips approved for the planned unit development; and the site shall include central potable water and sanitary sewer lines stubbed out to the site, as well as a cleared building area, to facilitate construction in a timely manner.

Although this development is partially age restricted, some lots or units may be occupied by families with school age children, and the development may thus have an impact on public school capacity in the area. Since part of the development is restricted to the population over 55 years of age, the developer has requested that it not be required to dedicate a possible school site within the development. In order to mitigate the impacts the development may have on school capacity, in lieu of dedicating a school site the developer agrees to pay to the City, for each age restricted lot or unit, a voluntary educational impact fee equal to the adopted Lake County School Board School Impact fee in place at the time of issuance of a building permit for each age restricted unit.

G. Open Space and Buffer Areas

1. Wetlands shall have an average upland buffer of 25 feet, minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application
2. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
3. Wetlands shall have a minimum upland buffer of 25 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
4. Land uses allowed within the upland buffers are limited to hiking trails, horse trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
5. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

6. A wildlife/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.
7. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
8. Landscape Buffer areas, identified during the development review process by the Master Plan along CR 48 and in PODs where more intense uses such as commercial, stables etc. abuts residential areas where no roads intersect these areas and provide a physical separation shall be as follows:

For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.

- a. Two (2) canopy trees
- b. Two (2) ornamental trees
- c. Thirty (30) shrubs
- d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
- e. Existing vegetation in the required buffer shall be protected during construction.

H. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
2. Implementation of Phase I of the development project shall proceed in good faith within 48 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to RE-1 (Estate Density Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

I. Signage

1. All signage will meet City standards as set forth in the Leesburg Land Development Code except for the following conditions:
 - a. A maximum of two (2) grounds or wall residential entrance or gate signs may

be located at the main entrance to a single family, multi-family subdivision. In the alternative, one (1) double faced identification sign may be permitted when placed in the median of a private entrance road. The maximum allowable sign surface area per wall or sign shall not exceed one hundred twelve (112) square feet.

- b. Secondary entranceways shall be restricted to one (1) ground sign, not to exceed thirty (30) square feet in area and a vertical dimension of five (5) feet.
- c. Height-signs shall be a maximum of eight (8) feet and be measured from the finished grade level or crown of road to the top of the sign face, provided if the sign is integrated into a fence, wall or column.

3. STORMWATER MANAGEMENT / UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- H. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including such off site improvements required by the City, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. If offsite utility infrastructure systems are upsized at the request of the City of Leesburg to accommodate other existing or future developments in the area, the Developer will be entitled to an applicable reimbursement method, such as cost-sharing, impact fee credits, pioneering agreements, etc., as appropriate provided by a separate utility agreement.
- I. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- J. A two (2) acre well site with the potential for two potable wells shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the well site shall be determined by the City at the time of the future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

4. **TRANSPORTATION IMPROVEMENTS**

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Preliminary Subdivision Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall generally be provided as shown on the Conceptual Phasing Plan through a minimum of two four lane divided boulevard type roads. Actual locations and design of the boulevards and roads shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process. Other potential accesses to adjacent properties will be reviewed during the development review process.
- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Leesburg.
- D. All roads within the development shall be designed and constructed by the developer to meet the City of Leesburg requirements including but not limited to Miami curbs.
- E. Sidewalks shall be provided on one side of the local internal roads except for boulevards which shall require provide sidewalks on both sides and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- F. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to preliminary plan approval.
- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- H. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- I. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off site improvements required by FDOT, Lake County, the MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- J. At such time that traffic signals are warranted at the proposed project entrance(s), the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

5. **DESIGN REQUIREMENTS**

Design requirements shall meet the standards as per Sec. 25-395. Contemporary design district overlay (CDO) general district standards. Designs to meet general standards provided below and will be reviewed during the development review and permitting process.

- A. Residential Development
 - 1. Contemporary design district overlay (CDO) standards require that all detached

residential development on lots that are less than fifty (50) feet in width shall be served by rear alleys. Each alley shall connect with streets at both ends.

2. Building Design

a. Detached single-family homes shall have garages located with the following provisions.

- 1) Front access garages must be set back a minimum of five (5) feet from the attached primary structure or the front building line.
- 2) Rear garages must be setback a minimum of twenty (20) feet from an alley or rear access drive.
- 3) Side entrance garages may be in line with or off set from the primary structures front setback provided the garage has front facade windows.
- 4) Homes with covered front entrees and/or porches of a minimum fifty (50) square feet may have front access garages setback in line with the porch or five (5) feet forward of the porch.

b. The distance between any principal building and accessory building shall be a minimum of ten (10) feet.

c. Alternative new urbanism design and rear alley access units shall have the following:

- 1) Ten (10) foot front setback.
- 2) Traditional/Cracker style front elevations (See attached Examples Urban-Style, Traditional Design).
- 3) Covered front porches of at least forty percent of the length of the front elevation at a minimum depth of four (4) feet.

3. Additional Design Features

a. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:

- 1) Dormers
- 2) Gables
- 3) Recessed entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Repetitive windows with minimum 4-inch trim.

B. Commercial Village Center Design

1. Building frontages shall occupy no less than 75% of the street facing entrance.
2. Height. The maximum building height may be increased by 10 feet as an incentive for vertical mixed use buildings, except where adjacent to single-story residential uses.
3. Public Entrance. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish to give emphasis to the entrances.
4. Building Façade. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the

street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors. The top of any building shall contain a distinctive finish consisting of a cornice or other architectural termination as described below.

5. Storefront character. Commercial and mixed-use buildings shall express a “storefront character” with the new urbanism design elements complimenting Phase V. This guideline is met by providing all of the following architectural features along the building frontage as applicable.
 - a. Corner building entrances on corner lots.
 - b. Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - c. Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40% and a maximum 80% of the ground floor of each storefront’s linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement, but must be transparent and shall not be painted or obscured by opaque panels.
 6. Orientation. The primary building entrances shall be visible and directly accessible from a public street. Building massing such as tower elements shall be used to call-out the location of building entries.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- D. Other similar design variations meeting the intent of this section may be approved by the Community Development Director.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically

authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

7. CONCURRENCY

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

- A. Utilities
 - 1. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
 - b. If future development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The developer and the City may enter into a pioneering agreement with the developer, if appropriate.
 - c. The City's Consumptive Use Permit provides for anticipated demands due to this and other potential development
- B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

1. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. The City updates its Ten-Year Capital Improvement Plan (CIP) as part of our annual budgetary process. Included within the CIP are water, wastewater, and reclaimed water improvements necessary to provide service to proposed development.
3. The City has completed an impact fee study, based in part on the CIP in order to assure adequate and appropriate funding for required improvements.

LEGAL DESCRIPTION

EXHIBIT B.

LEGAL DESCRIPTION DUVAL FARMS, LLC

Parcel F:

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ lying N & W of State Road No. 48; W $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ lying N & W of State Road No. 48; All SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Less the North 220 feet of the West 110 feet of the East 563 feet; All being in Section 6, Township 24 South, Range 24 East, Lake County, Florida.

Parcel G:

All that part of the following Tracts of Land Lying West of the Right of Way of State Highway 48, To-Wit:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and East 495 feet of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East.

West 825 feet of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 21 South, Range 24 East.

Less and Except from the above parcels Railroad Right of Way.

Parcel H:

Those certain strips of parcels of land situate, lying and being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, County of Lake, State of Florida, and described as follows, to Wit:

That certain segment of Grantor's 120 wide Right of Way, I.E., 60 feet wide on each side of the Center Line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6 and extending Southwestwardly a mean distance of approximately 915 feet to the West line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6; Also:

That certain segment of Grantor's 60-foot wide Right of Way, i.e. 30 feet on each side of the Center line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and extending Southwestwardly a mean distance of approximately 980 feet to the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6;

Less and Except from all the above right of way for Austin-Merritt Road conveyed to Lake County in Official Records Book 526, Page 405, Public Records of Lake County, Florida, and Right of Way for Austin-Merritt Road as occupied.

Parcel J:

The South $\frac{3}{4}$ of the West $\frac{1}{2}$; The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the West 462 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 20 South, Range 24 East, Lake County, Florida, Less and Except Right of Way for SE 36th Blvd.

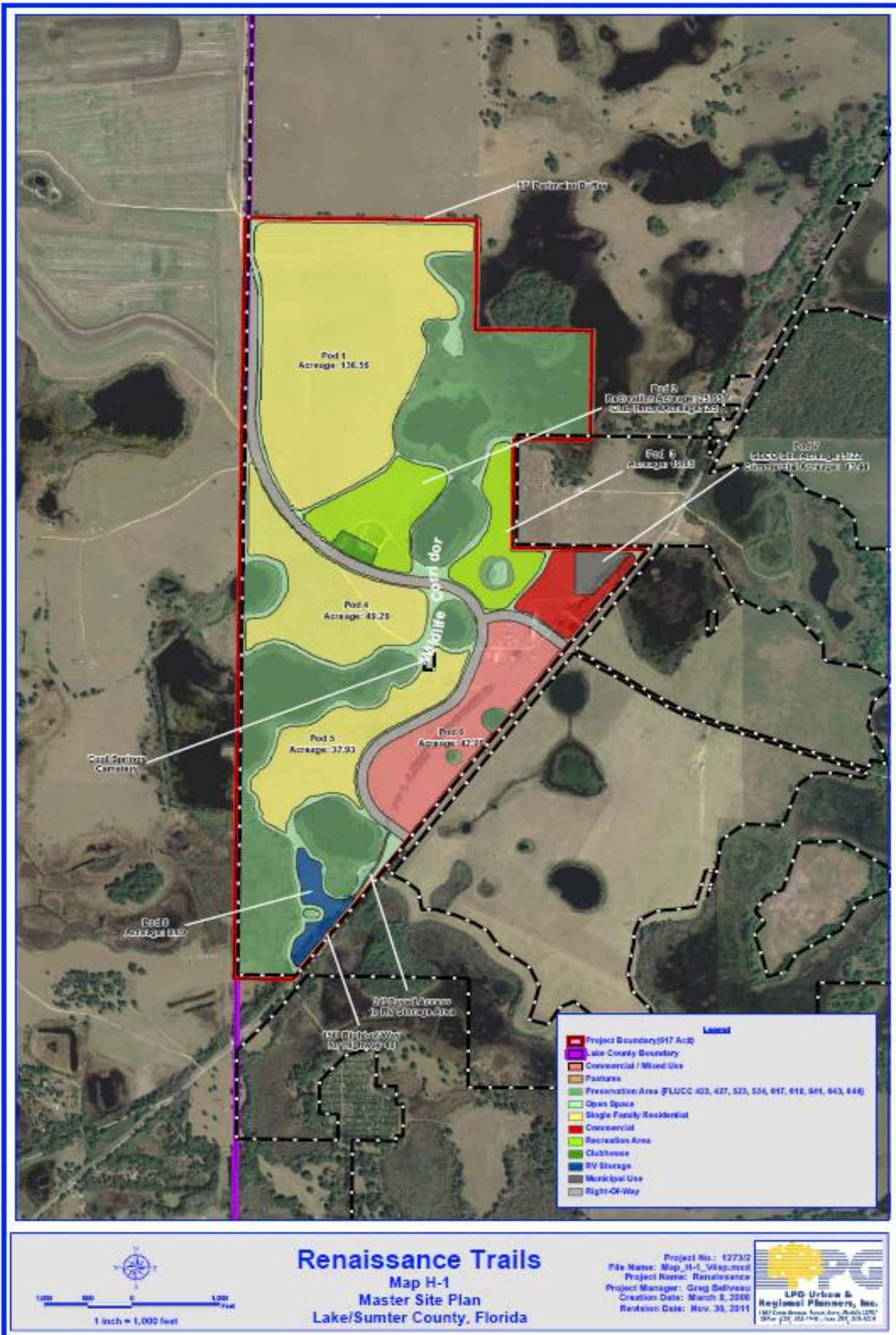
Parcel L:

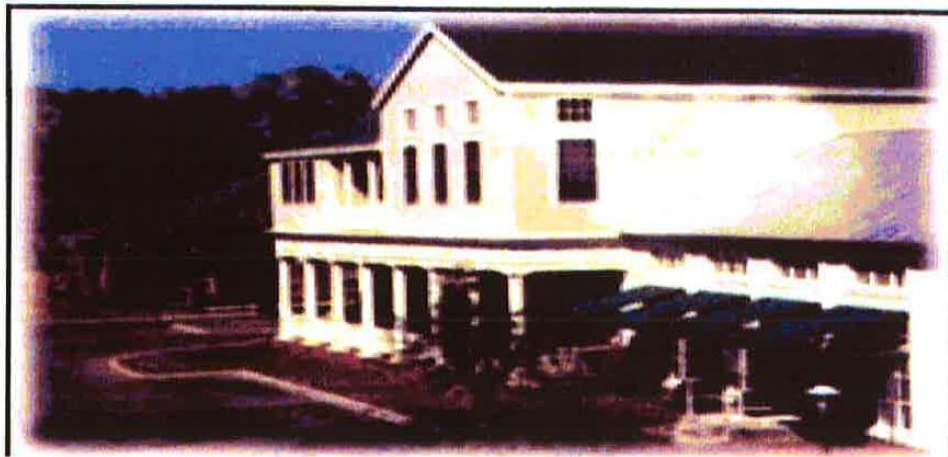
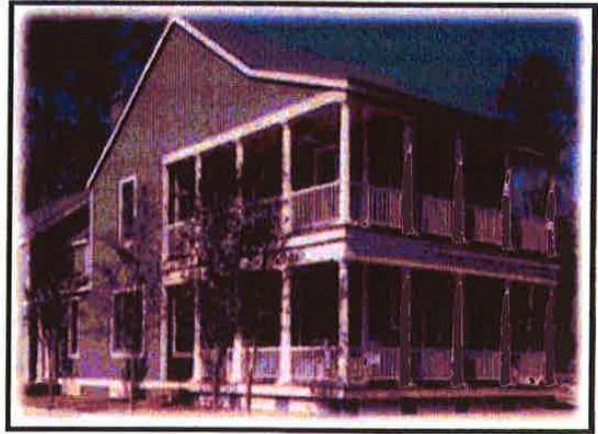
Any part of the following described property lying within Section 6, Township 21 South, Range 24 East: The abandoned 120 feet wide segment of the Seaboard Cost Line Railroad Company's former track, i.e. 60 feet wide on each side of the center line of the SCLRR'S Former track located at the beginning at the west line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, and extending Northeastwardly approximately 5,603 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, All in Township 21 South, Range 24 East, Lake County, Florida.

Less and Except the Following:

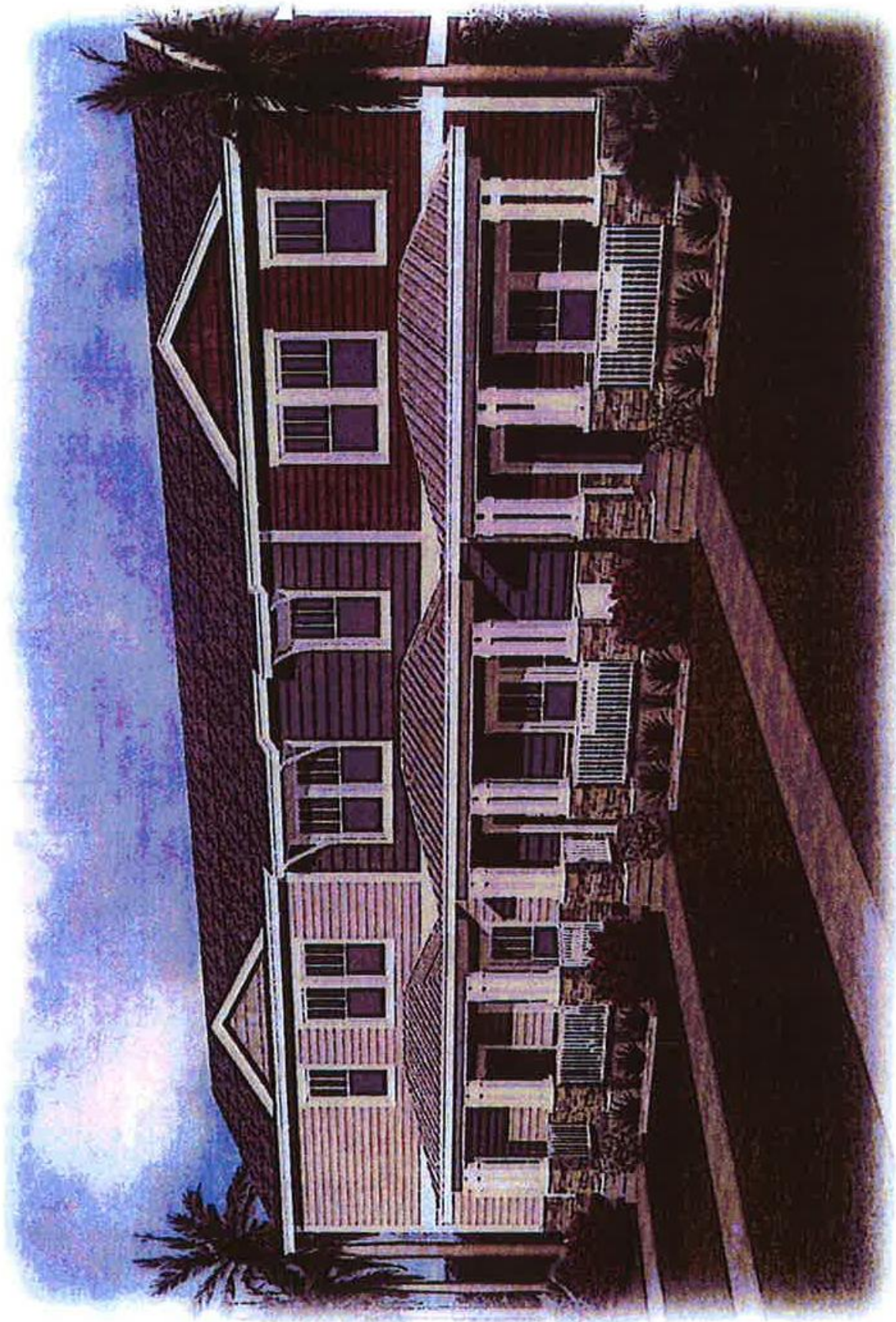
A portion of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

Commencing at the NE Corner of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida; Thence North 89°39'14" West along the North boundary of said NE $\frac{3}{4}$, a distance of 871.65 feet to the Point of Beginning; Thence continue along said North boundary North 89°39'14" West 679.48 feet; Thence departing said North boundary South 00°20'46" West 518.13 feet; Thence South 89°39'14: East 217.49 feet; Thence North 42°04'03" East 694.18 feet to the Point of Beginning.

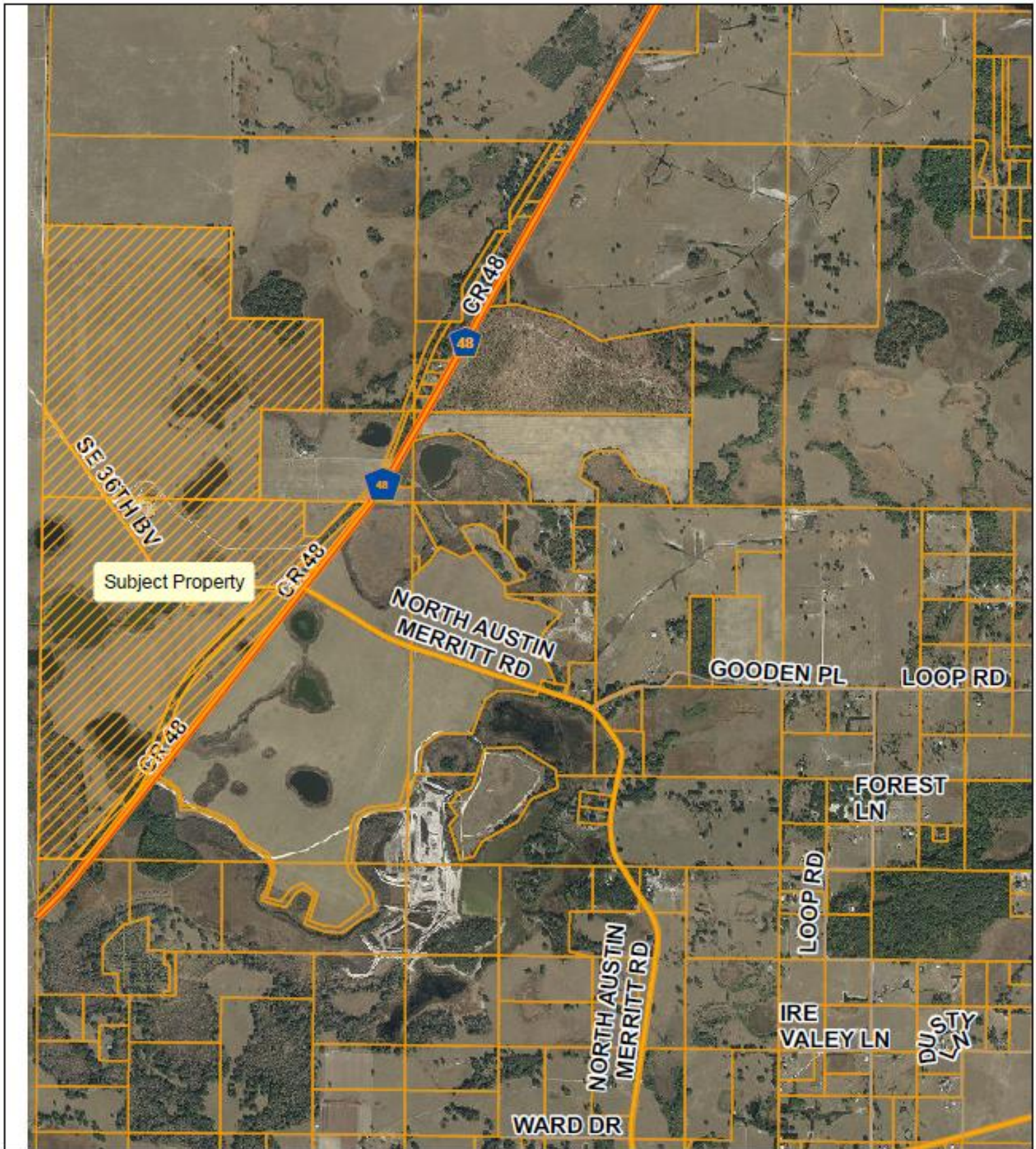




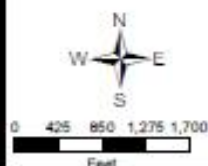




Aerial

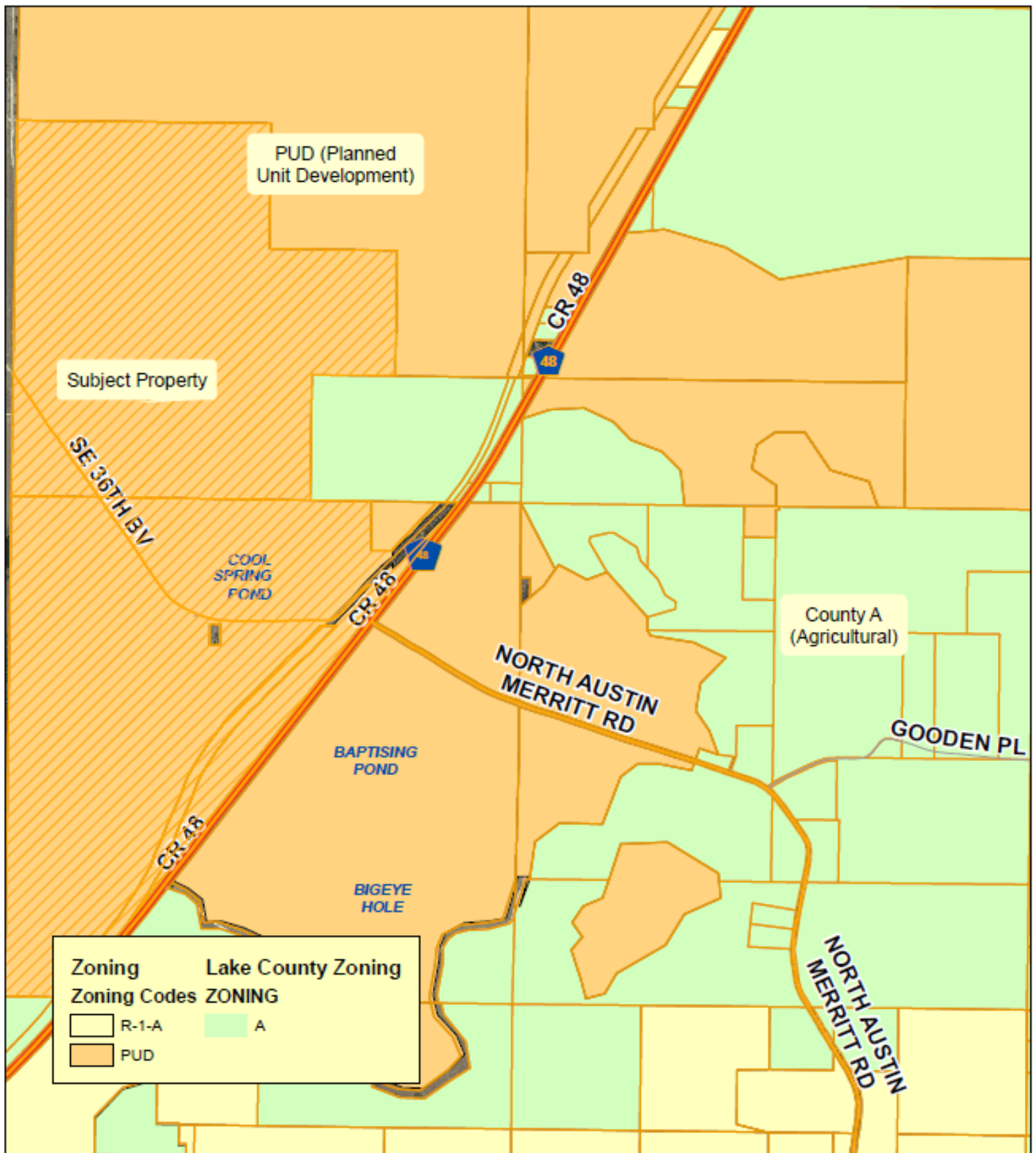


**Planning
& Zoning
Division**

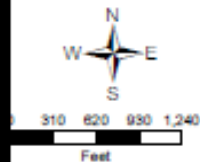


RZ 15-67
Ordinance 12-19 Renaissance Trails
PUD Phasing Extension
Alternate Keys 1775477, 2540249 and 1775248
Leesburg, Florida

Zoning

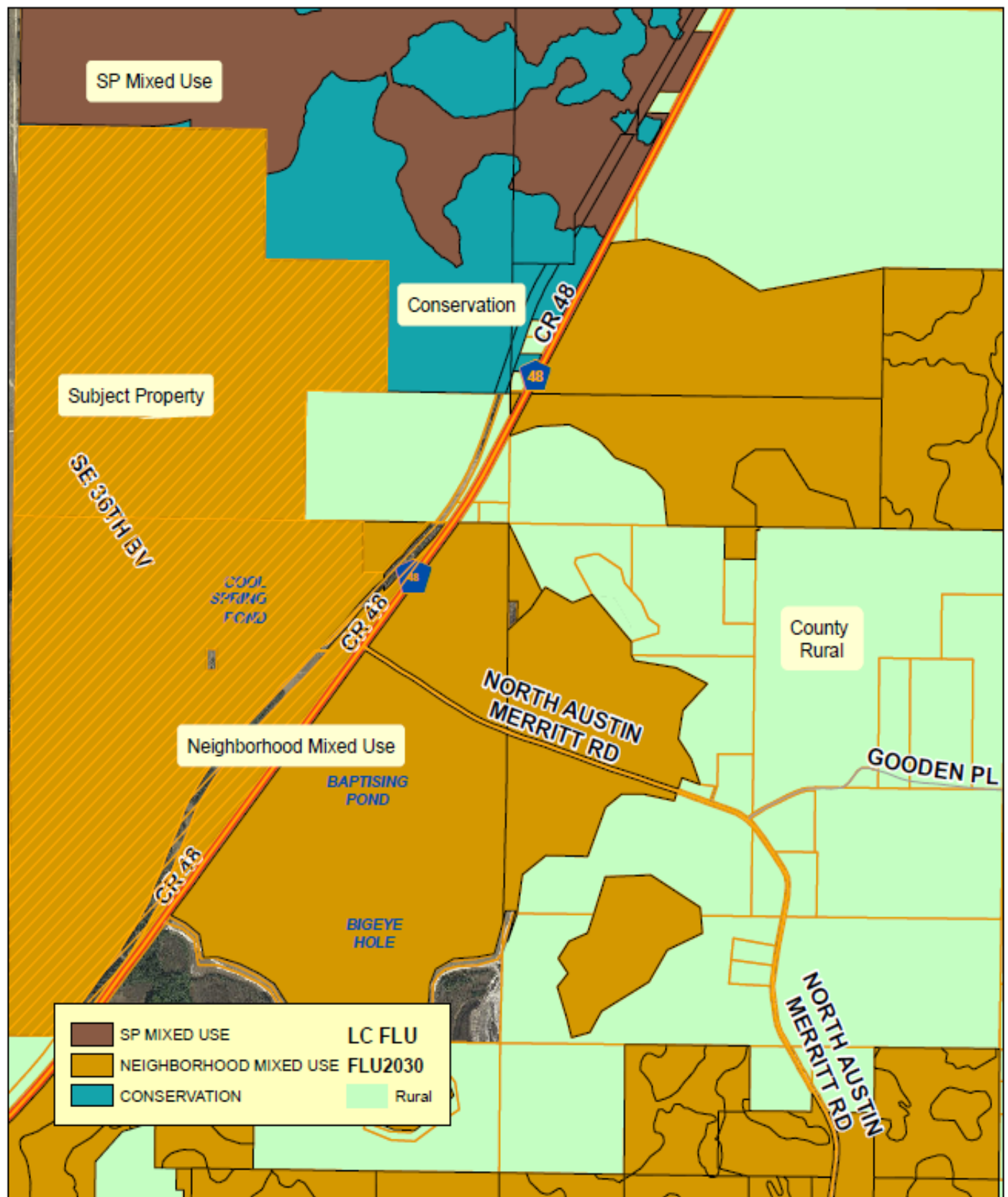


**Planning
& Zoning
Division**

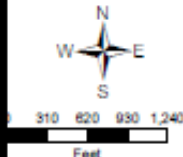


RZ 15-67
Renaissance Trails PUD
AKs 1775477, 2540249, 1775248

Future Land Use



Planning
& Zoning
Division

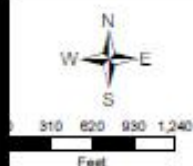


RZ 15-67
Renaissance Trails PUD
AKs 1775477, 2540249, 1775248

Surrounding Land Uses

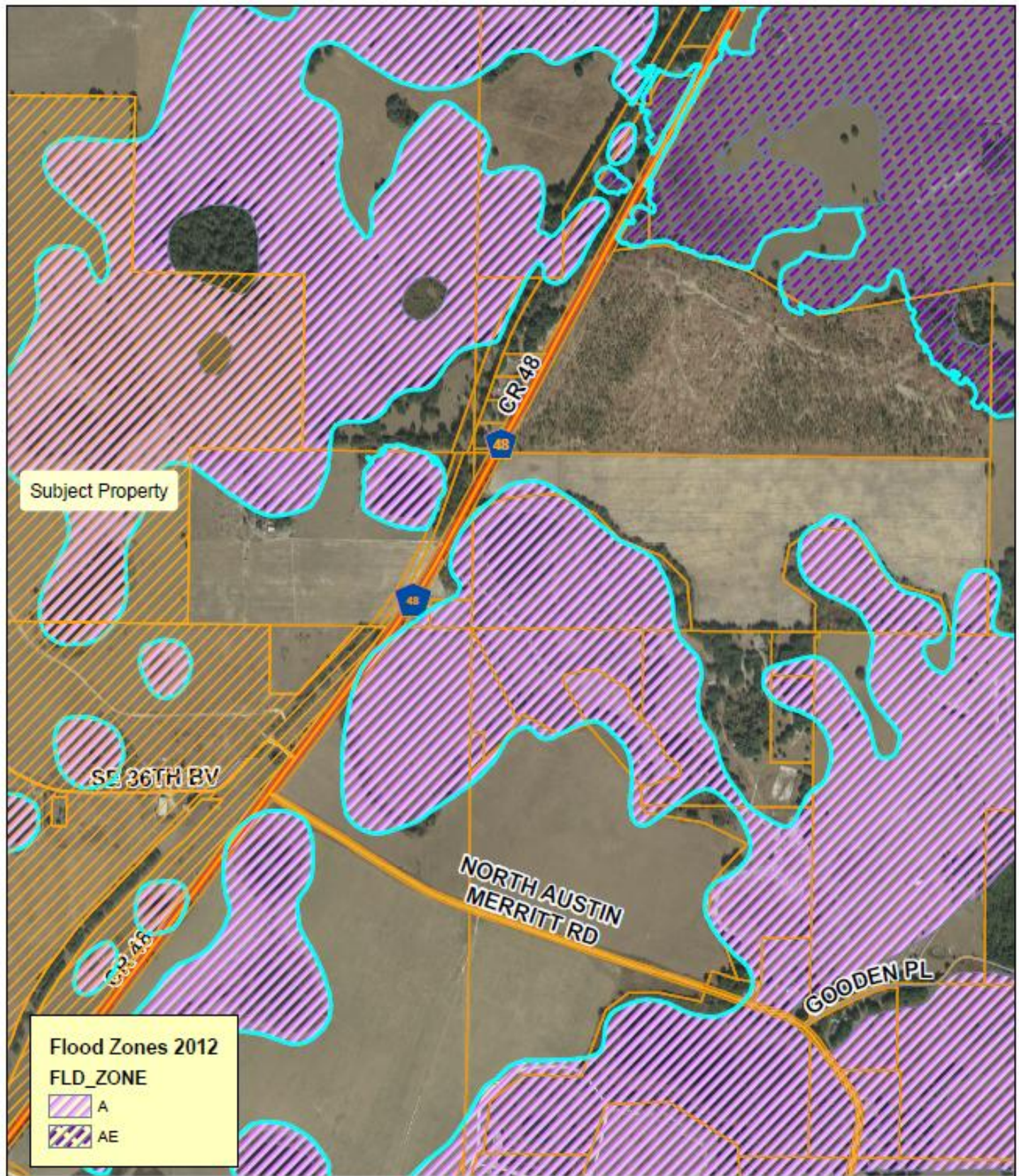


**Planning
& Zoning
Division**

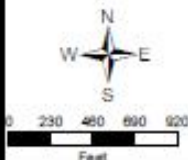


RZ 15-67
Renaissance Trails PUD
AKs 1775477, 2540249, 1775248

Flood Zones

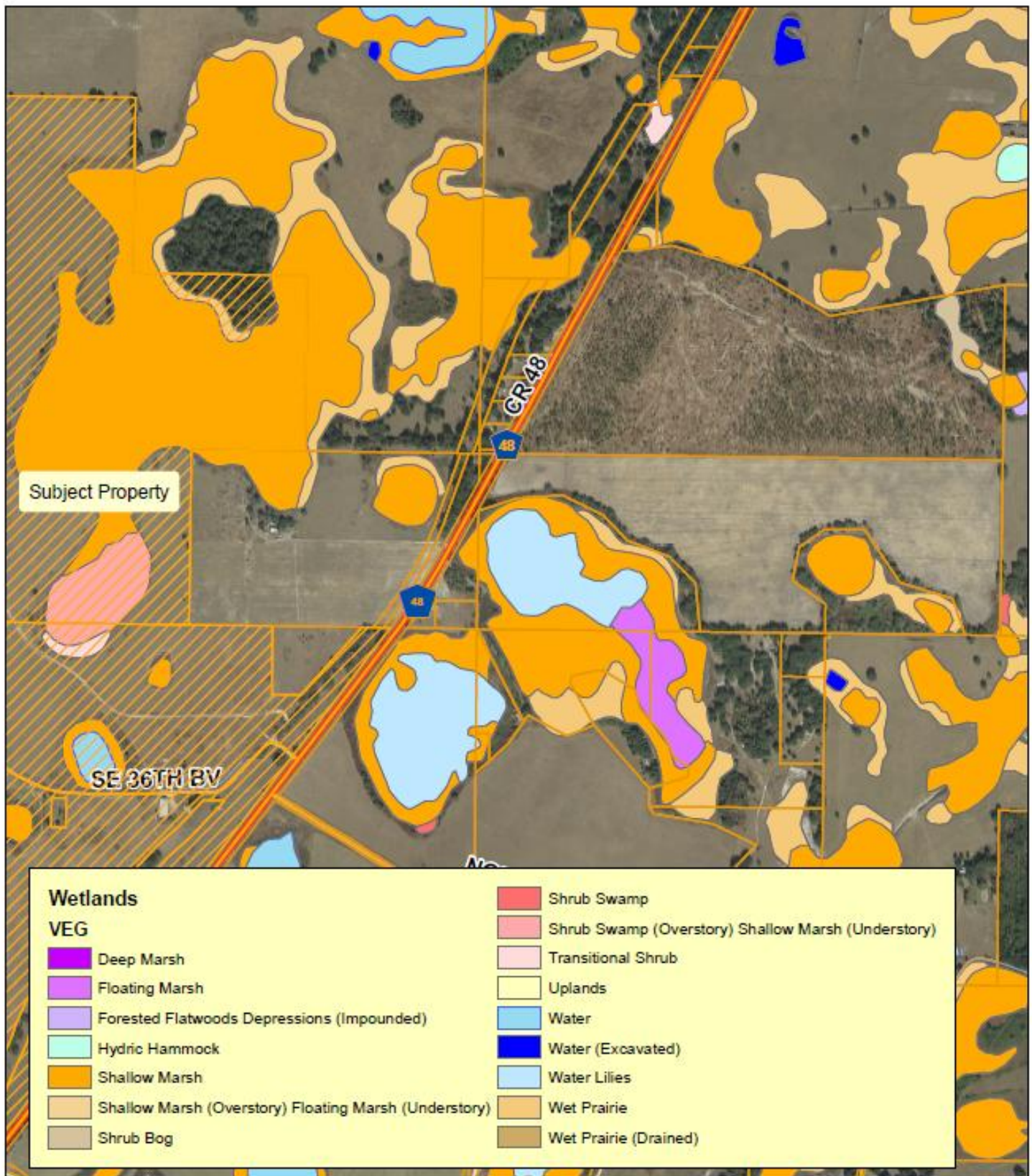


Planning
& Zoning
Division

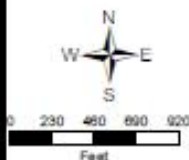


RZ-15-67
Renaissance Trails PUD
AK#s 1775477, 2540249, and 1775248
Leesburg, FL

Wetlands



**Planning
& Zoning
Division**



RZ-15-67
Renaissance Trails PUD
AK#s 1775477, 2540249, and 1775248
Leesburg, FL



Subject property along CR48



View of CR 48 looking southwest
subject property on right



View along CR48 looking northeast



Intersection of CR 48 and Austin Merritt Road



AGENDA MEMORANDUM

Item No: 5G.

Meeting Date: September 14, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Impact Fee waiver extension for existing vacant structures, redevelopment and new businesses moving into existing structures

Staff Recommendation

Staff recommends approval of the ordinance extending an established waiver on impact fees for projects that redevelop vacant properties in the City of Leesburg until September 30, 2016.

Analysis

On March 23, 2015, commission adopted Ordinance 15-9, which waived impact fees “as applied to new businesses locating within an existing structure, and projects involving the improvement of existing structures.” By adopting this ordinance, the Commission allowed a waiver of impact fees for projects that engage in the redevelopment and reuse of existing structures. The current request will extend this waiver for a one year period. The purpose of this extension is to continue to encourage businesses to choose to locate in currently vacant structures or structures that can be redeveloped, with the goal of lowering the cost of entering business and thereby assist in bringing jobs and economic activity to the city.

During the period of October 1, 2014 through July 30, 2015, the City has collected a total of \$507,618.99 in impact fees, the majority coming from new development in single family and commercial projects. Of this amount, water impact fees have totaled \$124,520.60 and wastewater impact fees have totaled \$283,379.39. Existing buildings which are targeted in this ordinance, generally have a credit for the previous use, which is subtracted from the impact fee calculation because these structures are already on the system. The current waiver has been a major factor for several new businesses opening in the downtown area, including “Sips” restaurant and “Dandy’s Sandwich Shop”. This action will continue to assist redevelopment of existing structures, promote development in blighted areas, and encourage the redevelopment of existing parcels, as well as help create new jobs and lower the cost of going into business.

Options:

1. Approve the proposed ordinance establishing an impact fee waiver until September 30, 2016 for new businesses moving into existing, vacant structures and for the redevelopment of existing structures;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Staff does not anticipate a significant fiscal impact based on this action.

Submission Date and Time: 9/14/2015 11:00 AM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <u>X</u> No _____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes _____ No _____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING A WAIVER ON COLLECTION OF CITY IMPACT FEES UNTIL SEPTEMBER 30, 2016; SETTING FORTH LEGISLATIVE FINDINGS, SUSPENDING THE COLLECTION OF WATER, WASTEWATER, AND MUNICIPAL SERVICES IMPACT FEES FROM THE EFFECTIVE DATE OF THIS ORDINANCE UNTIL SEPTEMBER 30, 2016, TO ALLOW TIME FOR THE CITY TO RE - EVALUATE ITS POLICY ON COLLECTION OF IMPACT FEES FROM NEW BUSINESSES MOVING INTO EXISTING, VACANT STRUCTURES; LIMITING THE WAIVER OF IMPACT FEES UNDER THIS ORDINANCE TO NEW BUSINESSES MOVING INTO EXISTING VACANT STRUCTURES, AND REDEVELOPMENT OF EXISTING STRUCTURES, REQUIRING PAYMENT OF IMPACT FEES SUSPENDED BY THIS ORDINANCE IF A CERTIFICATE OF OCCUPANCY OR BUSINESS TAX RECEIPT FOR THE PROJECT OR BUSINESS IS NOT ISSUED WITHIN TWELVE MONTHS OF ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg Code of Ordinances requires the collection of impact fees on all residential, commercial and industrial development within its boundaries, for water, wastewater, and municipal services – including police services, fire and rescue services, and recreation services, and

WHEREAS, impact fees are a vital part of the City's efforts to plan and pay for municipal services required by new development, and have been utilized successfully for those purposes, and

WHEREAS, beginning in 2008 the City of Leesburg, along with the rest of the United States of America, experienced a serious economic downturn which has resulted in numerous deleterious consequences including the closing of businesses, a precipitous decline in all categories of construction, severely high unemployment, and a crippling decline in ad valorem tax revenues, and

WHEREAS, the City Commission has recognized that impact fees can impede the location of new businesses in existing structures, and redevelopment of run down or dilapidated structures, and therefore wishes to take steps intended to attract redevelopment and new business in such structures, and to encourage economic growth through revitalization and occupancy of such structures, and

WHEREAS, the City Commission believes an extension of the current policy toward impact fees for redevelopment of existing structures, and location of new businesses in existing structures, will assist in attracting new business and encouraging the improvement of structures, and thus wishes to enact a temporary suspension of impact fees for occupancy of those structures, to

allow time to reformulate the City's overall policy regarding impact fees for redevelopment of abandoned structures,

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE
CITY OF LEESBURG, FLORIDA:**

SECTION I.

Until September 30, 2016, the City of Leesburg waives collection of any impact fees imposed under its Code of Ordinances, including but not limited to the Water System Capacity Impact Fee under §22 – 324, the Wastewater System Capacity Impact Fee under §22 – 325, and the Municipal Services Impact fees for police services, fire and rescue services, and recreation services, under §§7 – 251 and 7 – 252, as applied to new businesses locating within an existing structure, and projects involving the improvement of existing structures, within the municipal limits of the City of Leesburg. During the period of this waiver, the City will continue to evaluate its overall policy for the imposition of impact fees for redevelopment and new occupancy of existing structures, and propose to extend or revise its policy accordingly. To qualify for this waiver, the existing structure must meet the criteria specified in Section II below.

SECTION II.

To take advantage of the waiver of impact fees created by this Ordinance, the existing structure must have been vacant for a period of at least six months prior to application for a building permit, and construction must substantially commence on the development or project for which a permit was obtained, within 90 days from the date the permit is issued, and be prosecuted diligently to completion. Substantial completion must be achieved within no more than twelve months after issuance of the building permit. If the project or business is not issued a certificate of occupancy or Business Tax Receipt within twelve months after issuance of the building permit, the developer shall be required to remit the impact fees in full as a condition of issuance of the certificate of occupancy or Business Tax Receipt. For projects requiring multiple certificates of occupancy, if the entire project is not completed within twelve months of permit issuance, certificates of occupancy for those portions completed within the twelve months shall be valid but no further certificates of occupancy will be issued after expiration of the twelve months until all impact fees attributable to the remaining portions of the project are paid in full.

SECTION III.

On September 30, 2016, at midnight, this Ordinance shall expire and the impact fees payable in accordance with the City Code shall be due and collectible on all developments and projects to which they apply by law, as of October 1, 2016, unless this waiver is extended by Resolution of the City Commission, such extension to be no longer than 90 days without passage of an ordinance granting a further extension.

SECTION IV.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall

continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V.

This Ordinance shall become effective upon its passage and adoption according to law. This Ordinance shall remain in effect until September 30, 2016, unless extended as provided herein.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Elise A. Dennison, Mayor

Attest: _____
J. Andi Purvis, City Clerk

COMMUNITY DEVELOPMENT DEPARTMENT - BUILDING SERVICES DIVISION

July, 2015

ACTIVITY REPORT

Performance Measures				
	<u>2013/2014</u>	<u>2012/2013</u>	<u>July 2015</u>	<u>YEAR TO DATE 2014/2015</u>
Building/*Fire Inspections:	4623	4100	468	4,406
Annual Fire Inspections:	202	169	20	172
Permits Issued:				
Commercial - new const.	19	24	1	18
Residential - new const.	88	76	10	79
Residential - multifamily new	0	0	0	0
Mobile/Modular	10	4	0	10
Other Building Permits	1568	1369	151	1,360
TOTAL	1685	1473	162	1,467
Demolition:				
Commercial	23	16	1	10
Residential	12	12	0	8
Plan Reviews:	1387	1302	125	1,112
Value of Construction:				
Commercial	\$6,628,026.00	\$2,546,652.00	\$ 14,974.00	13,290,854.00
Residential	\$11,319,613.00	\$12,412,276.00	\$ 1,454,871.00	10,275,677.00
Multi family residential	\$0.00	\$0.00	\$ -	-
Commercial Renovations	\$10,048,886.48	\$5,112,550.45	\$ 155,000.00	3,854,639.00
Residential Renovations	\$802,332.50	\$528,537.54	\$ 850.00	534,562.01
Total Construction Value:	\$28,798,857.98	\$20,600,015.99	\$ 1,625,695.00	27,955,722.01
Total Building Fees Collected	\$568,390.75	\$349,206.57	\$53,973.11	\$588,345.09
State Recovery Fund (Radon)	\$6,162.44	\$5,651.36	\$569.75	6,449.54
State Surcharge -DCA	\$6,160.17	\$5,643.02	\$569.75	6,457.27
Road Impact Fees	\$19,383.14	\$0.00	\$5,540.00	43,700.12
School Impact Fees	\$38,595.60	\$0.00	\$23,157.00	42,859.30
Library Impact Fees	\$15,849.25	\$12,224.00	\$2,062.00	14,972.00
Police Impact Fees	\$18,629.46	\$0.00	\$1,953.00	23,925.84
Fire Impact Fees	\$19,943.50	\$0.00	\$2,420.00	24,343.64
Parks & Rec. Impact Fee	\$31,722.00	\$0.00	\$4,080.00	31,824.00
Water Impact Fees	\$105,765.41	\$0.00	\$11,750.00	\$124,520.60
Wastewater Impact Fees	\$249,539.44	\$0.00	\$27,780.00	283,379.39
Total Impact Fees	\$499,427.80	\$12,224.00	\$78,742.00	\$507,618.99
Total Collections	\$1,579,568.96	\$382,629.85	\$132,715.11	\$986,649.47

//...Dianne Pacewicz



AGENDA MEMORANDUM

Item No: 5H.

Meeting Date: September 14, 2015

From: Al Minner, City Manager

Subject: Resolution Pertaining to Rates and Charges for Electric Utility Services

Staff Recommendation:

Staff recommends approval of the resolution pertaining to rates and charges for electric utility services.

Analysis:

The attached resolution reduces electric rates by approximately 14.89% for residential rates (first 1,000 kWh); 6.4% for commercial demand rates; and, 14.5% for commercial non-demand rates.

After additional evaluation following our rate workshops, staff is proposing a residential rate structure of \$118.27 for the first 1,000 kWh of usage. This is below the previous target of \$121.77. The additional decrease was created by increasing the amount of the tiered rate savings from \$2.00 to \$5.50 for the first 1,000 kWh. While this proposal increases the tiered rate, users at the higher consumption ends will still receive a financial benefit provided that the BCPA is adjusted at any amount below \$0.018835 per kWh – which is the neutral BCPA amount. Below is a chart which summarizes the proposed rate structure:

	New Proposal First 1,000 kWh	Previous Proposal First 1,000 kWh
Current Rate	\$ 138.97	\$ 138.97
Current BCPA	\$ (32.00)	\$ (32.00)
Operational Savings	\$ (0.65)	\$ (0.65)
General Fund TRF Reduction	\$ (1.13)	\$ (1.13)
Debt Reduction (Duke Settlement)	\$ (1.42)	\$ (1.42)
Tiered Rate Reduction	\$ (5.50)	\$ (2.00)
Power Cost Increase	\$ 5.91	-
Adjusted BCPA	\$ 14.09	\$ 20.00
NEW RATE	\$ 118.27	\$ 121.77

Points the Commission may want to consider in greater detail at the meeting (a staff presentation will be provided to give more detail on the proposal):

- Ø The bulk of the rate reduction is achieved through lowering the BCPA. By the end of FY 15, the BCPA account balance will be \$8.357 million, or \$5.357 million in over-recovered funds that should be returned to the customers. The above proposal calls to reduce the BCPA to \$.01409 per kWh in FY 16 and increase that amount by

approximately \$0.0142 per year until FY 20, when the neutral BCPA of \$0.018835 is reached. This projection assumes that power cost stay flat.

- Ø The increased tired rate proposal provides overall savings to users up to 3,000 kWh for the next four fiscal years. This amount returns the increase in Fire Assessment fees (at their current level) for the next four years. Note at the 1,000 kWh level, customers will received a savings of \$190.40 after considering the increase of \$58 for the fire assessment fee. In short, at this rate the Commission would have more than delivered on the Fire Assessment quid-pro-quo promise.
- Ø The Commission may want to consider alternative uses for the Duke settlement. Staff advocates the debt reduction strategy (as shown above) which will save \$16.1 million in P&I payments over the term of the existing debt. However, another alternative may be to use the Duke settlement for an R&R escrow, reducing costs for CIPs in the future.
- Ø Risk – The main risk in the reduction plan is an estimated shortfall of \$1.7 million in FY 16 operations identified by our rate consultant. However, staff is already working to mitigate this “shortfall” by \$1.18 with savings in (1) power costs; (2) GE Contract; (3) late fee revenues, and, (4) street light fee increases. These items significantly mitigate this potential shortfall.

Options:

1. Approve Resolution As Presented
2. Such alternative action as the Commission may deem appropriate

Submission Date and Time: 9/14/2015 11:01 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PERTAINING TO RATES AND CHARGES FOR ELECTRICAL UTILITY SERVICES; ADJUSTING ELECTRIC SERVICE RATES, ELIMINATING TIME OF USE RATES, REPEALING AN AUTOMATIC RATE INCREASE SCHEDULED TO TAKE EFFECT ON NOVEMBER 2, 2015; MODIFYING THE GENERAL FUND TRANSFER CALCULATION TO EXCLUDE FROM THE CALCULATION REVENUE DERIVED FROM THE BULK POWER COST ADJUSTMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

This Resolution modifies the electric rate schedules of the City of Leesburg, pursuant to the authority granted in §22 – 196 of the Leesburg Code of Ordinances.

SECTION II.

The automatic 5% rate increase for electrical utility service, scheduled to take effect on November 1, 2015, is repealed and shall not take effect as formerly scheduled. All “time of use” electric utility rates previously enacted are also repealed, and the rates specified in this Resolution shall supersede those and any other rates previously in existence.

SECTION III.

Resolution 8839, previously adopted to add a Credit Card Convenience Fee to the Utility Service Fee Schedule, is amended hereby to remove the Credit Card Convenience Fee from the list of fees imposed, without however affecting the continued applicability of the remainder of Resolution 8839.

SECTION IV.

The rates shown below shall, beginning with the Effective Date of this Resolution, constitute the rates charged to customers obtaining electrical utility service from the City. The rates shown in this Resolution shall be deemed to include the automatic inflation adjustment for the year 2015, under §22-166 of the Code of Ordinances. The automatic adjustment under §22-166 shall be implemented for the year 2016 and subsequent years, beginning October 1, 2016.

(1) *Rate schedule RS, residential service.*

- a. Availability: This rate is available to all applicable customers in the service area.

b. Applicability: The residential electric rate applies to an electrical service supplying electricity to a single-family residence. Service provided under this section shall not be shared with or resold to others.

c. Character of service: Service shall be single-phase, sixty (60) cycles and approximately 120/240 volts. If three (3) phases are desired, additional charges must be paid by the customer.

d. Limitations: Service is subject to all of the rules and regulations of this tariff and general rules and regulations of the utility. Standby or resale service is not permitted.

e. Rate per month.

Customer charge \$12.36

First 1,000 kWh, per kWh 0.091824

Over 1,000 kWh, per kWh 0.113924

The rates per month shall become effective with all bills rendered on or after October 1, 2015. Such rates per month are subject to the annual inflation adjustment component pursuant to [section 22-166](#), beginning October 1, 2016.

f. Minimum charge: The minimum monthly bill shall be the customer charge plus other applicable charges, covered by ordinance, state statutes or federal law.

g. Terms of payment: All bills and charges for electric current are due and payable twenty (20) days following date of billing. If not paid within twenty (20) days a carrying charge equal to five (5) percent of the total bill is added. Service is discontinued if bill and carrying charge are not paid on or before thirty (30) days succeeding that in which electricity shall have been furnished by the city as stated in all bills rendered.

h. Billing adjustments: In addition to the rates established in this Resolution, customer bills are subject to adjustment for the following categories of expenses: "Bulk Power Cost Adjustment," "Energy Conservation Cost Recovery," and "Tax Adjustment Clause". The charges in each of these categories shall be added to the base rates set by this Resolution.

i. Deposits. Deposits for each account shall be required as set forth more particularly in [section 22-181](#) of this Code.

j. Reconnection charge: When service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection fee shall be as prescribed by the utility service fee schedule pursuant to [section 22-6](#) of this Code. When service is cut off for meter-tampering, the charge to reconnect shall be as prescribed by the utility service fee schedule pursuant to [section 22-6](#) of this Code plus damages and penalties allowed by state statutes.

(2) Rate schedule GS, general service, nondemand.

- a. Availability. This rate is available to all applicable customers in the service area.
- b. Applicability. This rate shall be applicable to all electrical services not covered by any of the other rate categories, residential electrical rate, general service demand rate and flat service rate.
- c. Limitation. Service is subject to all of the rules and regulations of this tariff and general rules and regulations of the utility. Standby or resale is not permitted.
- d. Rate per month.

Customer charge \$12.36
All kWh \$0.100682

The rates per month shall become effective with all bills rendered on or after October 1, 2015. Such rates per month are subject to the annual inflation adjustment component pursuant to [section 22-166](#), beginning October 1, 2016.

- e. Minimum charge: The minimum monthly bill shall be the customer charge plus other applicable charges, covered by ordinance, state statutes or federal law.
- f. Terms of payment: All bills and charges for electric current are due and payable twenty (20) days following date of billing. If not paid within twenty (20) days a carrying charge equal to five (5) percent of the total bill is added. Service is discontinued if bill and carrying charge are not paid on or before thirty (30) days succeeding that in which electricity shall have been furnished by the city as stated in all bills rendered.
- g. Billing adjustments: In addition to the rates established in this Resolution, customer bills are subject to adjustment for the following categories of expenses: "Bulk Power Cost Adjustment," "Energy Conservation Cost Recovery," and "Tax Adjustment Clause". The charges in each of these categories shall be added to the base rates set by this Resolution.
- h. Deposits. Deposits for each account shall be required as set forth more particularly in [section 22-181](#) of this Code.
- i. Reconnection charge: When service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection fee shall be as prescribed by the utility service fee schedule pursuant to [section 22-6](#) of this Code. When service is cut off for meter tampering, such reconnection charge shall be as prescribed by the utility service fee schedule pursuant to [section 22-6](#) of this Code plus damages and penalties allowed by state statutes.

(3) Rate schedule GSD, general service, demand.

a. Availability. This rate is available to all applicable customers in the service area.

b. Application.

1. GSD-1: For electric service for commercial or industrial lighting, power and any other purpose to any customer with a measured demand in excess of 20 kW and less than 500 kW. Customers with a demand of 20 kW or less may enter into an agreement for service under this schedule based on a demand charge for a minimum of 21 kW.
2. GSD-2: For electric service for commercial or industrial lighting, power and any other purpose to any customer with a measured demand of 500 kW and less than 2,000 kW. Customers with a demand of less than 500 kW may enter into an agreement for service under this schedule based on a demand charge for a minimum of 500 kW.
3. GSD-3: For electric service for commercial or industrial lighting, power and any other purpose to any customer with a measured demand of 2,000 kW or more. Customers with a demand of less than 2,000 kW may enter into an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

c. Special provisions. Any customer whose demand is greater than twenty (20) kw, but less than fifty (50) kw, may at the option of the customer elect to be billed at the General Service Rate schedule GS. If the customer modifies electrical usage to the extent the General Service Demand rate, GSD, produces lower billing, customer may at its option rescind the election to be billed at the General Service rate schedule, GS, provided however, that the option of being billed at the General Service rate schedule, shall then no longer be available to such customer.

d. Character of service. The service shall be three-phase, sixty (60) cycles and approximately one hundred twenty (120) volts or higher, at utility option.

e. Limitations. Standby or resale is not permitted.

f. Rate per month.

1. GSD-1. Billing demand of 21kW – 499kW:

Customer charge \$26.27
Demand charge \$14.06 per kW
Energy rate \$0.046518 per kWh

2. GDS-2. Billing demand of 500 – 1,999 kW:

Customer charge \$46.56

Demand charge \$16.11 per kW
Energy rate \$0.042351 per kWh

3. GSD-3. Billing demand of 2,000 kW or more:

Customer charge \$93.11
Demand charge \$19.93 per kW
Energy rate \$0.036532 per kWh

The rates per month shall become effective with all bills rendered on or after October 1, 2015.

g. Minimum charge. The minimum monthly charge shall be not less than the sum of customer charge and the demand charge for the currently effective billing demand, plus other applicable charges covered by ordinances, state statutes or federal law.

h. Billing demand. The maximum fifteen-minute integrated demand established during the current billing period.

i. Power factor. When the power factor is less than ninety (90) percent, the billing demand may be determined upon the basis of ninety (90) percent of the calculated kVa, demand.

j. Deposits. Deposits for each account shall be required as set forth more particularly in [section 22-181](#) of this Code.

k. Reconnection charge. When service is cut off for nonpayment of bill, and when connection service is requested to be performed after normal business hours, the reconnection charge shall be as prescribed by the utility service fee schedule pursuant to [section 22-6](#) of this Code. When service is cut off for meter tampering, there shall be a reconnection charge as prescribed by the utility service fee schedule pursuant to [section 22-6](#) of this Code, plus damages and penalties allowed by state statute.

l. Terms of payment. All bills and charges for electric current are due and payable twenty (20) days following date of billing. If not paid within twenty (20) days a carrying charge equal to five (5) percent of the total bill is added. Service is discontinued if bill and carrying charge are not paid on or before thirty (30) days succeeding that in which electricity shall have been furnished by the city as stated in all bills rendered.

m. Term of service. Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the city from the customer to disconnect, or upon disconnect by the city as provided by ordinance, or until the customer's demand is below twenty (20) kw for a consecutive twelve-month period. Customers taking service under another rate schedule who elect to transfer to this rate must remain on

this rate for a minimum of twelve (12) months. Where special equipment to serve the customer is required, the city may require a specified term of service contract.

n. Special provisions.

1. Any customer other than residential whose monthly demand is greater than twenty (20) kw but does not exceed forty-nine (49) kw for more than two (2) months out of the preceding twelve (12) consecutive months ending with the current billing period may, at the option of the customer, elect to be billed at the General Service Rate Schedule, GS. Provided, that once a customer has exceeded forty-nine (49) kw for more than two (2) months out of the preceding twelve (12) consecutive months, no rate change option is available. If the customer modifies electrical usage to the extent the General Service Demand rate produces lower billing, customer may, at its option, rescind the election to be billed at the General Service Rate Schedule, GSD; provided, that the option of being billed at the General Service Rate Schedule, GS, shall then no longer be available to such customer.
2. The city may, under the provisions of this rate, require a contract with the customer. Whenever the customer increases his electrical load, which increase requires the city to increase facilities installed for the specific use of the customer, a new term of service may be required.
3. Any church or religious institution may, at their option, regardless of their demand, elect to be billed at the General Service Non Demand Rate and may not rescind such election thereafter for a period of twelve (12) months. This election may be exercised only for the sanctuary and related Sunday School or religious educational buildings.

o. Billing adjustments. In addition to the rates established in this Resolution, customer bills are subject to adjustment for the following categories of expenses: "Bulk Power Cost Adjustment," "Energy Conservation Cost Recovery," and "Tax Adjustment Clause". The charges in each of these categories shall be added to the base rates set by this Resolution.

SECTION V.

Pursuant to section 2-233 B. of this code, beginning with the Effective Date of this Resolution, calculations of transfers from electrical utility revenues to the General Fund shall not include revenues generated by the Bulk Power Cost Adjustment.

SECTION VI.

This Resolution shall take effect October 1, 2015, which is referred to herein as the "Effective Date."

PASSED AND ADOPTED at the regular meeting of the City Commission held on the _____ day of September, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 5I.
Meeting Date: September 14, 2015
From: Al Minner, City Manager
Subject: Commissioner Direction – LakeFront TV Production Services

Analysis:

Staff seeks Commission direction in preparation for considering LakeFront TV production services.

Options:

By December 8, 2015, the City will have been under contract with Facci Bella, Inc. for two years. Facci Bella has actively sought to improve programming, expanded contributions and produced a number of productions for LakeFront TV. However, there are a number of other production companies in our community who have shown interest and the ability to provide quality services for Lakefront TV. Options in this case may provide reduced costs, increased programs, and other unknown benefits for LakeFront TV. As such, in managing the term of the exiting Facci Bella Agreement, staff seeks Commission input on a few options.

1. Renew existing contract with Facci Bella. Should this option be chosen, staff asks for some liberty to renegotiate the split of revenue generated from new programming and contributions.
2. Solicit proposals prior to considering a new or renewal of agreement. In this case, the City may realize other optional benefits, or a different program styles which could enhance LakeFront TV. Should the Commission chose this option, staff is prepared to start a procurement process that will provide a new production agreement, prior to the expiration of the Facci Bella Agreement. Further, it is anticipated and encouraged for Facci Bella to compete in this process.
3. Ending TV productions is another potential, but is an extreme option.

Submission Date and Time: 9/14/2015 11:01 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____Not Required____ Dates: _____ Attorney Review : Yes____ No____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 5J.
Meeting Date: September 14, 2015
From: Al Minner, City Manager
Subject: Herlong Park Train

Analysis:

Staff seeks direction from the City Commission in order to manage improvement or removal of the train at Herlong Park.

During the FY 16 CIP process, staff recommended an allocation of \$25,000 to renovate the historic train. Discussion ensued that considered whether the funds should be spent or the train removed. Since that discussion staff has received a number of inquiries from non-for-profit groups that would remove and renovate the train at no cost to the City. However, the train would be removed from Herlong Park.

In any case, if the train is not donated it needs to be renovated with FY 16 funds. The train is currently an eye sore and detracts from the asset that is a wonderful, highly visible park along 441. As such, staff is seeking direction from the Commission on how to move forward. Should the Commission chose to diverge itself from the maintenance costs of the train, than a process is readied to seek the best alternative for this asset. If the City wants to keep the train, it can do so by adopted the FY 16 budget as proposed at the upcoming budget meetings.

Options:

1. Keep the Train; or,
2. Donate the Train to a Special Interest Group.

Submission Date and Time: 9/14/2015 11:01 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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Miscellaneous Accounts Receivable Customers with City Attorney

Prepared by Finance

August 17, 2015

Customer Name		Description	Amount Unpaid	Billed Date
ACCOUNTS CURRENTLY WITHOUT RESOLUTION				
RECOMMENDATIONS:		ATTORNEYS NOTES		
001 FUND				
FTB Sports/Bert Holloway	attorney for collection	Civil Suit Filed 10/11/11	Sleepy Hollow Field Rental	\$ 6,313.00 10/14/2011 -
All Terrain Lawn & Tractor	attorney for collection		AD Valorem Taxes/City Property Rent	\$ 10,199.54 11/1/2010
			Subtotal 001 Fund	\$ 16,512.54
043 Fund				
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	\$ 15,486.91 * 10/22/2008 -
				\$ 15,486.91
044 FUND				
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	\$ 36,136.13 * 10/22/2008 -
				\$ 36,136.13

* Total for Legacy Water Impact Fees plus interest is \$15,486.91

* Total for Legacy Wastewater Impact Fees plus interest is \$36,136.13

* Total for Legacy \$51,623.04

CURRENTLY MAKING PAYMENTS

		ATTORNEYS NOTES			Date of Last Pymt
001 FUND					
Barker, Jennifer	\$50 per month per email from Jay Evans	Educational Funding Reimb	\$ 1,776.08	10/1/2007	8/3/2015
		Subtotal 001 Fund	<u>\$ 1,776.08</u>		
041 FUND					
Bassette, Gerald	\$20 per month agreement with Finance	Damage to City Property	\$ 100.00	8/1/2012	6/23/2015
Frazier, James	\$100 per month agreement with Finance	Reimb Apprentice	\$ 1,748.89	6/5/2014	8/13/2015
			<u>\$ 1,848.89</u>		

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE**041 FUND**

Baxley, William	Letter sent 7/23/2015	Damage to City Property	\$ 5,522.08
Gilbert, Douglas J	Letter sent 7/23/2015	Damage to City Property	\$ 20,664.25
Goodridge, Wayne	Letter sent 7/23/2015	Damage to City Property	\$ 809.06
Hollis, Dominique M	Letter sent 7/23/2015	Damage to City Property	\$ 10,872.09
Jones, Toyori A	Letter sent 7/23/2015	Damage to City Property	\$ 1,733.83
PAM Transport	Letter sent 7/23/2015	Damage to City Property	\$ 4,067.80
Rentler, Tyler	Letter sent 7/23/2015	Damage to City Property	\$ 2,984.08
			<u>\$ 46,653.19</u>

042 FUND

Florida Bobcat Service	Sent Letter 7/23/2015	Gas Leak Repair	\$ 726.02
			<u>\$ 726.02</u>

048 Fund

Skybolt Aermotive Service	Sent Letter 08/17/2015	Airport Hanger Rent, Penalties and Taxes	\$ 7,406.00
			<u>\$ 7,406.00</u>

001 FUND TOTAL	\$	18,288.62		
042 FUND TOTAL	\$	726.02		
041 FUND TOTAL	\$	48,502.08		
43 FUND TOTAL	\$	15,486.91		
044 FUND TOTAL	\$	36,136.13		
048 FUND TOTAL	\$	7,406.00		
	\$	126,545.76		
			Total	<u><u>\$ 126,545.76</u></u>

Expected write offs as of September 30, 2015

Every September the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal year 2014 and 2015.

Fiscal Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2015	\$ 372,871		
2014	\$ 292,507		
2013	262,576	258,246	(4,329)
2012	280,544 *	216,319	(64,225)
2011	380,227 *	341,414	(38,813)
2010	586,949 *	481,948	(105,001)
2009	681,622 *	598,787	(82,835)
2008	467,183 *	437,240	(29,943)
2007	373,550		
2006	380,289		

**Fiscal year 2014- Month by Month
10/01/13- 09/30/14**

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,201	2	80	747.49	208.82
November	15,186	2	49	190.70	302.13
December	48,563	2	141	2,564.92	308.03
January	37,184	3	105	872.00	329.00
February	32,057	4	71	2,971.99	284.07
March	30,104	2	83	104.94	360.17
April	16,172	1	70	230.62	277.74
May	27,259	5	81	249.99	321.10
June	21,994	2	62	2,063.38	288.17
July	18,223	4	54	862.48	273.57
August	10,891	3	45	315.00	220.00
September	16,673	3	63	271.26	251.70
Accounts to be written off*	\$ 292,507	33	904		
Prior Yr to Date	\$ 262,576	29	859		
difference	\$ 29,932	4	45		

* Amounts may change as collections and adjustments occur through out the year

**Fiscal year 2015 Month by Month
10/01/14- 09/30/15**

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 21,833	13	87	236.50	215.61
November	25,606	5	81	533.99	283.17
December	* 93,396	4	241	185.21	304.46
January	33,076	1	104	253.62	321.12
February	38,508	3	112	319.76	335.25
March	21,556	1	81	529.82	266.12
April	25,816	6	81	246.75	300.43
May	49,449	9	150	337.03	309.66
June	13,844	1	60	39.42	230.74
July	49,787	3	72	9,625.88	290.40
August	-	0	0	0.00	0.00
September	-	0	0	0.00	0.00
Accounts to be written off*	\$ 372,871	46	1,069		
Prior Yr to Date	\$ 181,295	15	529		
difference	\$ 191,576	31	540		

*This is higher due to the back log in billing from August thur October in the final bill processing.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2014 and Ending on July 31, 2015

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 23,105,520	\$ 11,446,488.62	\$ 8,357,206.55	\$ 19,803,695.17	85.71%	\$ 3,301,824.83
Special Revenue Funds						
013 Housing Assistance	139,342	111,399.88	-	111,399.88	79.95%	27,942.12
021 Debt Service Fund	2,134,609	0.01	2,483,698.52	2,483,698.53	116.35%	(349,089.53)
031 Capital Projects Fund	2,257,408	(258.31)	964,618.74	964,360.43	42.72%	1,293,047.57
132 Local Option Sales Tax	1,774,229	1,373,229.33	101,857.50	1,475,086.83	83.14%	299,142.17
121 Police Forfeiture Fund	-	28,516.94	-	28,516.94	0.00%	(28,516.94)
122 Police Education Fund	12,000	6,713.64	-	6,713.64	55.95%	5,286.36
133 Gas Tax	923,993	739,477.29	-	739,477.29	80.03%	184,515.71
141 Police Impact Fees	15,194	25,375.97	-	25,375.97	167.01%	(10,181.97)
142 Fire Impact Fees	-	24,570.50	-	24,570.50	0.00%	(24,570.50)
143 Recreation Impact Fees	25,079	33,803.16	-	33,803.16	134.79%	(8,724.16)
151 Building Fund	700,640	601,256.97	8,640.00	609,896.97	87.05%	90,743.03
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	1,645,480	457,636.28	1,000,000.00	1,457,636.28	88.58%	187,843.72
017 Carver Heights CRA Fund	1,217,659	201,360.11	-	201,360.11	16.54%	1,016,298.89
018 Highway 27/441 CRA Fund	867,286	30,910.36	-	30,910.36	3.56%	836,375.64
Total General Governmental Funds	34,818,439	15,080,480.75	12,916,021.31	27,996,502.06	80.41%	6,821,936.94
Enterprise Funds						
014 Stormwater Utility Fund	3,631,516	1,225,079.67	-	1,225,079.67	33.73%	2,406,436.33
041 Electric Utility Fund	76,491,250	49,113,648.46	175,379.49	49,289,027.95	64.44%	27,202,222.05
042 Gas Utility Fund	10,287,074	5,928,827.94	-	5,928,827.94	57.63%	4,358,246.06
043 Water Utility Fund	14,094,550	6,211,254.32	45,323.36	6,256,577.68	44.39%	7,837,972.32
044 Wastewater Utility Fund	12,050,038	8,715,338.81	-	8,715,338.81	72.33%	3,334,699.19
045 Communications Utility Fund	2,381,074	1,422,987.72	-	1,422,987.72	59.76%	958,086.28
046 Sanitation Services Fund	3,868,381	3,101,373.67	-	3,101,373.67	80.17%	767,007.33
048 Airport Fund	2,728,448	3,529,770.99	24,161,844.83	27,691,615.82	1014.92%	(24,963,167.82)
Internal Service Funds						
064 Health Insurance Fund	5,820,868	4,339,053.22	-	4,339,053.22	74.54%	1,481,814.78
065 Workers' Compensation Insurance Fund	532,509	474,269.04	-	474,269.04	89.06%	58,239.96
066 Risk Management Fund	656,716	651,830.77	-	651,830.77	99.26%	4,885.23
510 Fleet Maintenance Fund	3,068,982	1,692,756.69	-	1,692,756.69	55.16%	1,376,225.31
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,258,249	1,295,454.28	-	1,295,454.28	102.96%	(37,205.28)
062 Municipal Firemen's Retirement Trust Fund	1,345,479	1,451,270.91	-	1,451,270.91	107.86%	(105,791.91)
063 General Employees' Retirement Fund	2,561,233	3,570,984.58	-	3,570,984.58	139.42%	(1,009,751.58)
Total All Funds	\$ 175,594,806	\$ 107,804,381.82	\$ 37,298,568.99	\$ 145,102,950.81	82.64%	\$ 30,491,855.19

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2014 and Ending on July 31, 2015

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 23,105,520	\$ 17,652,876.62	76.40%	\$ 5,452,643.38	\$ 2,150,818.55
<u>Special Revenue Funds</u>					
Housing Assistance	139,342	55,346.65	39.72%	83,995.35	56,053.23
Debt Service Fund	2,134,609	2,258,548.82	105.81%	(123,939.82)	225,149.71
Capital Projects Fund	2,257,408	964,618.74	42.73%	1,292,789.26	(258.31)
Local Option Sales Tax	1,774,229	1,445,291.54	81.46%	328,937.46	29,795.29
Police Forfeiture Fund	-	21,716.25	0.00%	(21,716.25)	6,800.69
Police Education Fund	12,000	7,461.06	62.18%	4,538.94	(747.42)
Gas Tax	923,993	495,328.17	53.61%	428,664.83	244,149.12
Police Impact Fees	15,194	1,611.31	10.60%	13,582.69	23,764.66
Fire Impact Fees	-	1,680.00	0.00%	(1,680.00)	22,890.50
Recreation Impact Fees	25,079	1,638.59	6.53%	23,440.41	32,164.57
Building Fund	700,640	353,205.15	50.41%	347,434.85	256,691.82
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	1,645,480	1,301,974.86	79.12%	343,505.14	155,661.42
Carver Heights CRA Fund	1,217,659	334,509.87	27.47%	883,149.13	(133,149.76)
Highway 27/441 CRA Fund	867,286	838,014.29	96.62%	29,271.71	(807,103.93)
<u>Total General Governmental Funds</u>	34,818,439	25,733,821.92	73.91%	9,084,617.08	2,262,680.14
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,631,516	681,478.61	18.77%	2,950,037.39	543,601.06
Electric Utility Fund	76,491,250	48,743,715.19	63.72%	27,747,534.81	545,312.76
Gas Utility Fund	10,287,074	6,031,268.71	58.63%	4,255,805.29	(102,440.77)
Water Utility Fund	14,094,550	5,624,471.24	39.91%	8,470,078.76	632,106.44
Wastewater Utility Fund	12,050,038	6,994,364.89	58.04%	5,055,673.11	1,720,973.92
Communications Utility Fund	2,381,074	1,247,328.82	52.39%	1,133,745.18	175,658.90
Sanitation Services Fund	3,868,381	3,009,220.03	77.79%	859,160.97	92,153.64
Airport Fund	2,728,448	1,687,777.12	61.86%	1,040,670.88	26,003,838.70
<u>Internal Service Funds</u>					
Health Insurance Fund	5,820,868	4,652,948.12	79.94%	1,167,919.88	(313,894.90)
Workers' Compensation Insurance Fund	532,509	396,420.58	74.44%	136,088.42	77,848.46
Risk Management Fund	656,716	649,090.07	98.84%	7,625.93	2,740.70
Fleet Maintenance Fund	3,068,982	1,632,960.82	53.21%	1,436,021.18	59,795.87
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,258,249	1,059,429.39	84.20%	198,819.61	236,024.89
Municipal Firemen's Retirement Trust Fund	1,345,479	1,285,881.68	95.57%	59,597.32	165,389.23
General Employees' Retirement Fund	2,561,233	2,805,696.67	109.54%	(244,463.67)	765,287.91
Total All Funds	\$ 175,594,806	\$ 112,235,873.86	63.92%	\$ 63,358,932.14	\$ 32,867,076.95

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2013 and Ending on July 31, 2014

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 24,451,141	\$ 11,863,068.95	\$ 8,514,780.20	\$ 20,377,849.15	83.34%	\$ 4,073,291.85
<u>Special Revenue Funds</u>						
013 Housing Assistance	-	369,083.98	-	369,083.98	0.00%	(369,083.98)
021 Debt Service Fund	2,559,717	-	2,138,736.30	2,138,736.30	83.55%	420,980.70
031 Capital Projects Fund	4,373,272	90,609.11	358,293.93	448,903.04	10.26%	3,924,368.96
132 Local Option Sales Tax	1,728,893	1,267,385.82	-	1,267,385.82	73.31%	461,507.18
121 Police Forfeiture Fund	3,748	38,194.77	-	38,194.77	1019.07%	(34,446.77)
122 Police Education Fund	12,000	5,538.38	-	5,538.38	46.15%	6,461.62
133 Gas Tax	944,821	697,263.64	-	697,263.64	73.80%	247,557.36
141 Police Impact Fees	15,131	10,435.65	-	10,435.65	68.97%	4,695.35
142 Fire Impact Fees	-	11,930.02	-	11,930.02	0.00%	(11,930.02)
143 Recreation Impact Fees	100,000	20,052.07	-	20,052.07	20.05%	79,947.93
151 Building Fund	430,064	522,964.70	5,460.00	528,424.70	122.87%	(98,360.70)
<u>Community Redevelopment Agencies</u>						
016 Greater Leesburg CRA Fund	1,642,910	320,251.58	-	320,251.58	19.49%	1,322,658.42
017 Carver Heights CRA Fund	1,894,282	376,921.05	-	376,921.05	19.90%	1,517,360.95
018 Highway 27/441 CRA Fund	867,499	(55,431.77)	-	(55,431.77)	-6.39%	922,930.77
Total General Governmental Funds	39,023,478	15,538,267.95	11,017,270.43	26,555,538.38	68.05%	12,467,939.62
<u>Enterprise Funds</u>						
014 Stormwater Utility Fund	2,946,773	1,200,667.11	100.68	1,200,767.79	40.75%	1,746,005.21
041 Electric Utility Fund	78,343,613	51,228,699.57	637,568.22	51,866,267.79	66.20%	26,477,345.21
042 Gas Utility Fund	11,024,021	6,798,568.86	251.49	6,798,820.35	61.67%	4,225,200.65
043 Water Utility Fund	12,947,644	5,799,134.20	38,255.41	5,837,389.61	45.08%	7,110,254.39
044 Wastewater Utility Fund	12,139,044	8,283,852.00	-	8,283,852.00	68.24%	3,855,192.00
045 Communications Utility Fund	2,331,954	1,418,027.05	-	1,418,027.05	60.81%	913,926.95
046 Sanitation Services Fund	3,657,224	3,016,695.49	-	3,016,695.49	82.49%	640,528.51
<u>Internal Service Funds</u>						
064 Health Insurance Fund	5,911,481	4,040,896.51	-	4,040,896.51	68.36%	1,870,584.49
065 Workers' Compensation Insurance Fund	675,847	438,348.80	-	438,348.80	64.86%	237,498.20
066 Risk Management Fund	836,806	657,017.50	158,689.00	815,706.50	97.48%	21,099.50
510 Fleet Maintenance Fund	3,345,005	2,601,503.44	78,878.94	2,680,382.38	80.13%	664,622.62
<u>Pension Trust Funds</u>						
061 Municipal Police Retirement Trust Fund	1,352,562	2,484,619.45	-	2,484,619.45	183.70%	(1,132,057.45)
062 Municipal Firemen's Retirement Trust Fund	1,464,990	2,564,699.84	-	2,564,699.84	175.07%	(1,099,709.84)
063 General Employees' Retirement Fund	2,700,196	4,140,965.26	-	4,140,965.26	153.36%	(1,440,769.26)
Total All Funds	\$ 178,700,638	\$ 110,211,963.03	\$ 11,931,014.17	\$ 122,142,977.20	68.35%	\$ 56,557,660.80

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2013 and Ending on July 31, 2014

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 24,451,141	\$ 17,656,427.08	72.21%	\$ 6,794,713.92	\$ 2,721,422.07
<u>Special Revenue Funds</u>					
Housing Assistance	-	174,234.88	0.00%	(174,234.88)	194,849.10
Debt Service Fund	2,559,717	2,418,158.38	94.47%	141,558.62	(279,422.08)
Capital Projects Fund	4,373,272	1,552,895.99	35.51%	2,820,376.01	(1,103,992.95)
Local Option Sales Tax	1,728,893	1,390,583.05	80.43%	338,309.95	(123,197.23)
Police Forfeiture Fund	3,748	18,998.47	506.90%	(15,250.47)	19,196.30
Police Education Fund	12,000	8,282.94	69.02%	3,717.06	(2,744.56)
Gas Tax	944,821	54,566.99	5.78%	890,254.01	642,696.65
Police Impact Fees	15,131	1,042.80	6.89%	14,088.20	9,392.85
Fire Impact Fees	-	1,020.00	0.00%	(1,020.00)	10,910.02
Recreation Impact Fees	100,000	22,082.16	22.08%	77,917.84	(2,030.09)
Building Fund	430,064	330,612.46	76.88%	99,451.54	197,812.24
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	1,642,910	197,106.91	12.00%	1,445,803.09	123,144.67
Carver Heights CRA Fund	1,894,282	768,346.68	40.56%	1,125,935.32	(391,425.63)
Highway 27/441 CRA Fund	867,499	814,681.55	93.91%	52,817.45	(870,113.32)
<u>Total General Governmental Funds</u>	39,023,478	25,409,040.34	65.11%	13,614,437.66	1,146,498.04
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,946,773	727,091.82	24.67%	2,219,681.18	473,675.97
Electric Utility Fund	78,343,613	49,742,983.78	63.49%	28,600,629.22	2,123,284.01
Gas Utility Fund	11,024,021	6,756,717.95	61.29%	4,267,303.05	42,102.40
Water Utility Fund	12,947,644	5,709,753.96	44.10%	7,237,890.04	127,635.65
Wastewater Utility Fund	12,139,044	7,457,694.38	61.44%	4,681,349.62	826,157.62
Communications Utility Fund	2,331,954	1,283,414.87	55.04%	1,048,539.13	134,612.18
Sanitation Services Fund	3,657,224	2,862,709.57	78.28%	794,514.43	153,985.92
<u>Internal Service Funds</u>					
Health Insurance Fund	5,911,481	3,818,347.99	64.59%	2,093,133.01	222,548.52
Workers' Compensation Insurance Fund	675,847	379,365.29	56.13%	296,481.71	58,983.51
Risk Management Fund	836,806	656,669.83	78.47%	180,136.17	159,036.67
Fleet Maintenance Fund	3,345,005	1,686,210.47	50.41%	1,658,794.53	994,171.91
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,352,562	739,147.07	54.65%	613,414.93	1,745,472.38
Municipal Firemen's Retirement Trust Fund	1,464,990	628,369.74	42.89%	836,620.26	1,936,330.10
General Employees' Retirement Fund	2,700,196	2,071,040.15	76.70%	629,155.85	2,069,925.11
Total All Funds	\$ 178,700,638	\$ 109,928,557.21	61.52%	\$ 68,772,080.79	\$ 12,214,419.99

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
7/31/2015**

POOLED CASH & INVESTMENTS	TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNI-CATION SERV. FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH	\$ 60,535,311.72	\$ 13,442,963.00	\$ 3,255,798.97	\$ 200,047.44	\$ 73,395.79	\$ 11,495,066.79	\$ 5,235,487.68	\$ 5,809,567.11	\$ 5,450,955.00	\$ 744,624.06	\$ 1,749,664.87	\$ 1,993,446.51	\$ 898,831.97	\$ 204,249.87	\$ 9,981,212.66
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,161,719.35					5,163,790.20	351,321.59	633,968.08	3,905.00	3,809.48	4,925.00				
RENEWL & REPLCMNT	12,200,804.46	571,306.19	2,494.33			3,226,021.64		2,017,773.37	4,320,679.55	417,055.92	580,000.00	756,342.44			309,131.02
BOND/NOTE SINKING FUND	3,261,732.67		236,854.06			1,692,288.87	73,321.32	668,901.83	496,990.69	93,375.90					
LONG TERM CARE	90,414.67										90,414.67				
INFRASTRUCTURE DEVELOPMENT	3,905,258.83														
SIGN GRANT & HUD SHIP	387,821.74	309,946.28	77,875.46			2,588,267.19	1,316,991.64								
HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00		600,000.00												
IMPACT FEES	887,135.43							281,659.73	605,475.70						
OTHER RESTRICTED CASH	3,232,000.00						32,000.00								
DEVELOPER CONTRIBUTIONS	4,687,226.14					4,570,860.40									
DEVELOPER INCENTIVES	251,479.40														
MAGNOLIA PROP DEBT SERV	1,954,770.00						1,954,770.00								
COLLEGE/RADIO ROAD															
RATE STABILIZATION	7,865,403.60					7,865,403.60									
SUBTOTAL OF RESTRICTED CASH	45,485,766.29	881,252.47	917,223.85			25,106,631.90	4,096,249.69	3,602,303.01	5,427,050.94	514,241.30	675,339.67	756,342.44			309,131.02
TOTAL POOLED CASH	\$106,021,078.01	\$ 14,324,215.47	\$ 4,173,022.82	\$ 200,047.44	\$ 73,395.79	\$ 36,601,698.69	\$ 9,331,737.37	\$ 9,411,870.12	\$ 10,878,005.94	\$ 1,258,865.36	\$ 2,425,004.54	\$ 2,749,788.95	\$ 898,831.97	\$ 204,249.87	\$ 10,290,343.68
NON-POOLED RESTRICTED CASH															
BOND PROCEEDS	8,180,330.26		4,706,878.16					2,953,365.00							
CASH WITH FISCAL AGENT	1,675,693.81			871,834.13				134,826.48							
DEPOSITORY TRUST ACCOUNT	332,044.12							280,450.61	388,582.59						
DEP-WELLS FARGO	363,965.50		363,965.50												
SUBTOTAL NON-POOLED CASH	10,552,033.69		5,070,843.66	871,834.13			986,957.70	3,233,815.61	388,582.59						
TOTAL POOLED CASH AND INVEST	\$116,573,111.70	\$14,324,215.47	\$ 9,243,866.48	\$1,071,881.57	\$73,395.79	\$36,601,698.69	\$10,318,695.07	\$12,645,685.73	\$11,266,588.53	\$1,258,865.36	\$2,425,004.54	\$2,749,788.95	\$898,831.97	\$204,249.87	\$10,290,343.68

INDIVIDUAL SPECIAL REVENUE FUNDS

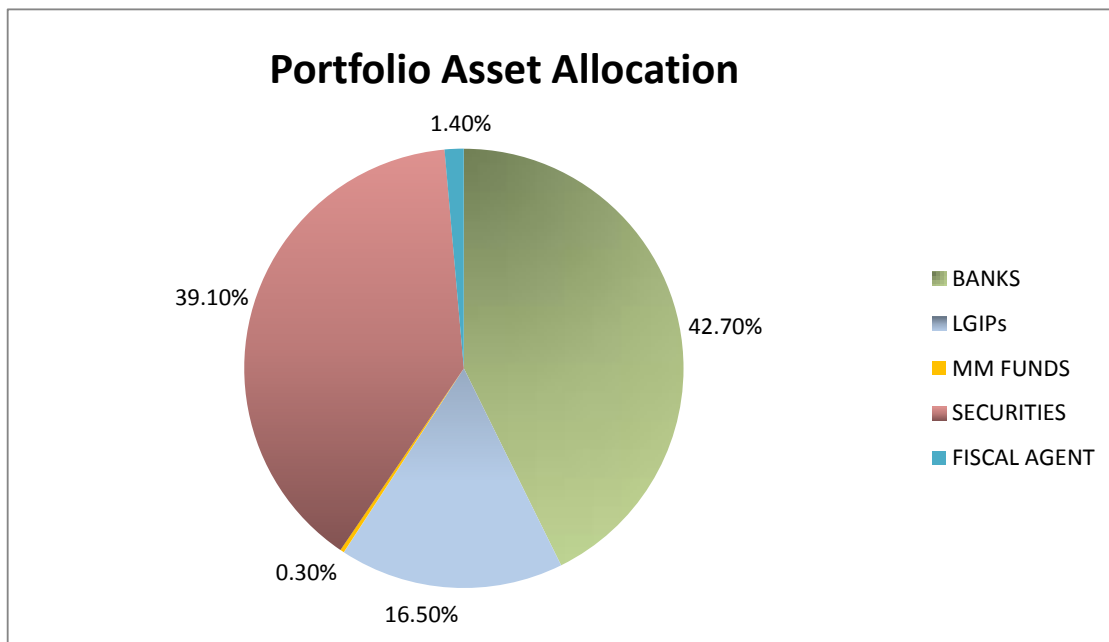
POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 3,255,798.97	\$ 362,242.45	\$ 641,374.15	\$ (42,316.72)	\$ 1,262,207.27	\$ 54,588.36	\$ 13,618.51	\$ 139,667.82	\$ 465,965.61	\$ 181,405.23	\$ (33,571.03)	\$ 210,617.32
RESTRICTED CASH												
HUD SHIP PROGRAM	4,847.41	4,847.41										
BOND/NOTE SINKING FUND	236,854.06		50,377.96	(14,498.92)	200,975.02							
SIGN GRANT	73,028.05		32,000.00		41,028.05							
RENEWAL & REPLACEMENT	2,494.33	2,494.33										
HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 909,882.11	\$ 7,341.74	\$ 82,377.96	\$ (14,498.92)	\$ 842,003.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 4,173,022.82	\$ 369,584.19	\$ 723,752.11	\$ (56,815.64)	\$ 2,104,210.34	\$ 54,588.36	\$ 13,618.51	\$ 139,667.82	\$ 465,965.61	\$ 181,405.23	\$ (33,571.03)	\$ 210,617.32
NON-POOLED RESTRICTED CASH												
BOND PROCEEDS	4,706,878.16			4,706,878.16								
DEP-WELLS FARGO	363,965.50											
SUBTOTAL NON-POOLED CASH	\$ 5,070,843.66			5,070,843.66								
TOTAL POOLED CASH AND INVEST	\$ 9,243,866.48	\$ 369,584.19	\$ 723,752.11	\$ 5,014,028.02	\$ 2,104,210.34	\$ 54,588.36	\$ 13,618.51	\$ 139,667.82	\$ 465,965.61	\$ 181,405.23	\$ (33,571.03)	\$ 210,617.32

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 9,981,212.66	\$ 3,200,302.56	\$ 2,001,664.34	\$ 161,930.74	\$ 4,617,315.02
RESTRICTED CASH	309,131.02				309,131.02
SUBTOTAL OF RESTRICTED CASH	\$ 309,131.02	\$ -	\$ -	\$ -	\$ 309,131.02
TOTAL POOLED CASH	\$ 10,290,343.68	\$ 3,200,302.56	\$ 2,001,664.34	\$ 161,930.74	\$ 4,926,446.04
TOTAL POOLED CASH AND INVESTMENTS	\$ 10,290,343.68	\$ 3,200,302.56	\$ 2,001,664.34	\$ 161,930.74	\$ 4,926,446.04

**CITY OF LEESBURG
INVESTMENT REPORT
7/31/2015**

DESCRIPTION	BALANCE 7/31/2015
BANK OPERATING AND SAVINGS ACCOUNTS	
SunTrust Bank - Disbursement	\$13,703,560
TD Bank - Savings	17,027,606
TD Bank - CDs	6,000,000
BB & T Bank - CDs	13,000,000
	<u>\$49,731,166</u>
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	17,689,779
ST of FL SBA	1,519,426
	<u>19,209,206</u>
U S TREASURY MONEY MARKET FUND (FGU Deposit)	332,044
WELLS FARGO BANK (Carver Heights CRA)	100,002
US BANK (Fiscal Agent)	1,675,694
DAVIDSON FIXED INCOME MANAGEMENT (SECURITIES)	34,500,000
CHANDLER ASSET MANAGEMENT (SECURITIES)	11,025,000
	<u>45,525,000</u>
TOTAL INVESTMENTS (before market adjustment)	<u>116,573,112</u>
MARKET ADJUSTMENT	<u>45,195</u>



City Manager Contingency Budget FY 2015**001-1221-512-9990****\$100,000**

Sleepy Hollow Park Sign	001-5194-519-6310	(\$7,700)
Recreation Director Furniture and Blinds at Gymnasium	001-8125-572-5180	(\$1,962)
Evaluation of Homelessness	001-1221-512-3410	(\$1,000)
Christmas Lights	001-5193-519-5210	(\$5,000)
Clock Rehabilitation	001-5193-519-6310	(\$16,000)
Emergency Response Training	001-2220-522-5520	(\$7,665)
City Commission Chambers Chairs	001-1111-511-5180 & 4210	(\$5,442)
Presentation on Homelessness (Dr. Robert Marbut)	001-1221-512-3410	(\$2,000)
Land Clearing Carver Heights	001-6254-554-3410	(\$9,500)
Engineering for Parking lot off Main St. near NAPA	001-5112-541-6310	(\$14,750)

City Manager Contingency Remaining Budget**\$28,981**